

# COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, March 31, 2005 – 7:00 p.m.

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Meeting Room 1, Brookens Administrative Center  
1776 East Washington Street, Urbana

**I CALL TO ORDER**

**II ROLL CALL**

**III PRAYER & PLEDGE OF ALLEGIANCE**

**IV READ NOTICE OF MEETING**

<b>V <u>APPROVAL OF MINUTES</u></b>	– December 16, 2004 (Amended)	1-6
	February 15, 2005 (Study Session)	7
	February 24, 2005	8-19

**VI APPROVAL OF AGENDA/ADDENDUM**

**VII DATE/TIME OF NEXT REGULAR MEETING** – Thursday, April 21, 2005 – 7:00 p.m.

**VIII PUBLIC PARTICIPATION**

**IX ANNOUNCEMENTS/COMMUNICATIONS**

**X \*CONSENT AGENDA** – *goldenrod attachment*

**XI COMMITTEE REPORTS:**

**A. JUSTICE & SOCIAL SERVICES COMMITTEE**

Summary of Action from March 7, 2005 Meeting:	20-21
1. Approval of the Ordinance re-establishing the Emergency Services & Disaster Agency of Champaign County as the Emergency Management Agency of Champaign County.	22-25
2. Approval of the Intergovernmental Agreement with the City of Champaign for Animal Impound Services.	26-30
3. Report regarding the implementation of Champaign County Animal Control Ordinances.	31
4. <i>Intergovernmental Agreement Regarding Edward Byrne Memorial Justice Assistance Grant (To be distributed)</i>	

**B. COUNTY FACILITIES COMMITTEE**

Summary of Action from March 8, 2005 Meeting: 32-35

*Anticipated Action from March 31, 2005 Meeting:*

1. *Approval of the award of bid for the Animal Services Facility – Cat Cage System. (To be distributed)*
2. *Approval of the Champaign County Board and the City of Urbana – Quit Claim Deed. (To be distributed)*
3. *Approval of the award for bid for Champaign County Nursing Home Satellite or Cable TV Services. (To be distributed)*

**C. POLICY, PERSONNEL & APPOINTMENTS**

Summary of Action from March 9, 2005 Meeting: 36-37

1. Approval of the creation of the position of Deputy County Administrator – HR and the Job Content Evaluation Committee Recommendation Regarding the Classification, Description, and Salary for that position, effective upon approval of the County Board. 38-42
2. Approval of the creation of the position of part-time Deputy Administrator for Animal Control and of the Job Content Evaluation Committee recommendation regarding the Classification, Description and Salary for that position, effective upon approval of the County Board. 43-46
3. Approval of the Ordinance Amending Ordinance No. 719 – Champaign County Ethics Ordinance. 47-53

**D. FINANCE COMMITTEE**

Summary of Action from March 10, 2005 Meeting: 54-55

1. Resolution - Budget Amendment
  - A. Budget Amendment #05-00037  
Fund/Dept: 676-010 – Solid Waste Management  
Increased Appropriations: \$30,000  
Increased Revenue: \$0  
This is to appropriate \$30,000 for the County’s contribution to the community-wide Visioning Project from available funds in the Solid Waste Management Fund.

Finance Cont.

2. Approval of an Additional Senior Assistant State's Attorney To provide legal counsel for the Nursing Home and Regional Planning Commission. 56-61
3. Payment of Claims Authorization
4. Purchases Not Following Purchasing Policy

**E. HIGHWAY & TRANSPORTATION COMMITTEE**

Summary of Action from March 11, 2005 Meeting: 62-63

1. Approval of Highway Maintenance/Fleet Maintenance Facility.

**F. ENVIRONMENT & LAND USE COMMITTEE**

Summary of Action from March 14, 2005 Meeting: 64-65

**G. LABOR SUBCOMMITTEE**

1. Closed Session Pursuant to 5 ILCS 120/2 (c) 2 to Consider Collective Negotiating Matters Between the County and its Employees or Their Representatives.

**XII OTHER BUSINESS**

- A. Closed Session Pursuant to 5 ILCS 120/2 (c) 1 to Consider the Employment, Compensation, Discipline, Performance, or Dismissal of an Employee.

**XIII NEW BUSINESS**

**XIV ADJOURNMENT**

- \*Roll Call
- \*\*Roll Call and 18 votes
- \*\*\*Roll call and 21 votes

*County Board members and guests are encouraged to park in the north parking lot, off Lierman Avenue, and enter the Brookens facility through the north door. The Brookens Administrative Center is an accessible facility. For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.*

RESUME OF MINUTES OF A REGULAR MEETING OF THE COUNTY BOARD,  
CHAMPAIGN COUNTY, ILLINOIS  
December 16, 2004

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, December 16, 2004 at 7:00 P.M. in Meeting Room 1, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with Barbara Wysocki presiding and Sasha Green, as Secretary of the Meeting.

**ROLL CALL**

Roll call showed the following Board Members **Present:** Anderson, Beckett, Bensyl, Busboom, Carter, Cowart, Doenitz, Feinen, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, and Wysocki – 23; **Absent:** Avery, Betz, Fabri, and Greenwalt – 4. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Member Greenwalt arrived after roll call.

**PRAYER & PLEDGE OF ALLEGIANCE**

A prayer was given by Board Member Knott. The Pledge of Allegiance to the Flag was given.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *The Rantoul Press* and *Mahomet Citizen* on November 10, 2004; *County Star* and *Savoy Star* on November 11, 2004; *The News Gazette* on November 16, 2004; and *The News Gazette* on December 14, 2004. Board Member Langenheim offered a motion to approve the notice; seconded by Board Member Hogue. Approved by voice vote.

**APPROVAL OF MINUTES**

Board Member Beckett offered the motion to approve the Minutes of the August 5, 2004 Regular County Board Meeting (corrected), November 16, 2004 Special County Board Meeting, and the November 18, 2004 Regular County Board Meeting; seconded by Board Member Jay. Approved by voice vote.

**APPROVAL OF AGENDA/ADDENDUM**

Board Member Sapp offered the motion to approve the Agenda/Addendum; seconded by Board Member Tapley. Board Member Beckett requested to remove the approval of the Agreement between American Federation of State, County and Municipal Employees, Council 31 and Champaign County Board (Head Start) for the period from June 1, 2004 to February 28, 2006, and the

approval of the Agreement among the Champaign County Board, the Sheriff of Champaign County and the Fraternal Order of Police Illini Lodge 17 and the Illinois F.O.P Labor Council - Champaign County Office of the Sheriff Corrections Division for the period from December 1, 2003 to November 30, 2006.  
Approved by voice vote.

### **DATE/TIME OF NEXT REGULAR MEETING**

Chair Wysocki announced that the next County Board Meeting will be held on January 20, 2005 at 7:00 P.M.

### **PUBLIC PARTICIPATION**

Aaron Ammons spoke regarding suicides and conditions at the Champaign County Jail. Stephen Hartnett spoke regarding suicides and conditions at the Champaign County Jail. Danielle Schumacher spoke regarding suicides and conditions at the Champaign County Jail.

### **ANNOUNCEMENTS/COMMUNICATIONS**

Board Putman announced she had distributed an article about the conditions at the Champaign County Jail. Board Member Beckett announced an outside agency will be surveying the Champaign County Jail. Board Member Wysocki announced she had a meeting with Board Member Anderson, Champaign County Sheriff, and the Jail inspector from the Department of Corrections to discuss conditions at the Champaign County Jail. Board Member Beckett announced that the remaining appointment vacancies are posted on the Cable Access channel. Chair Wysocki announced the Martin Luther King, Jr. Day celebration will be held January 14, 2005 at 4 PM at the Holiday Inn. She announced the forms to nominate citizens for the two MLK Awards and selling/buying ad sponsorship were distributed. Board Member Feinen encouraged Board Members to help with ad sponsorship. Chair Wysocki announced the Annual Report from the Economic Development Corporation, a report from the Blue Ribbon Environmental Panel, FY 2005 Budget, and liaison assignment request forms had been distributed. Discussion followed.

### **COMMITTEE REPORTS**

#### **ENVIRONMENT & LAND USE**

Board Member Langenheim, Chair, recommended the approval of Final Plat with new waiver and revised conditions related to revised Performance Guarantee: Subdivision Case 174-04, Nature's Landing Subdivision; seconded by Board Member Beckett. Discussion followed.  
Approved by voice vote.

POLICY, PERSONNEL & APPOINTMENTS

Board Member Putman recommended the following Appointments:

- Zoning Board of Appeals  
Roger Miller – term ending 11-30-09
- Broadlands – Longview FPD (Filling Robert Blaney's term)  
Krystal Vollmer – term ending 4-30-2007
- Senior Services Advisory Board (Correction)  
Roger Ferguson – term ending 12-31-07
- Pesotum Slough Special Drainage District – term ending 8-31-07  
Dennis M. Butler – term ending 8-31-07
- Union Drainage District #1 of Philo & Crittenden  
Jerry Thinner – term ending 8-31-07
- Union D.D. of South Homer & Sidney  
Robert K. Lee – term ending 8-31-08

seconded by Board Member Moser. Discussion followed. Approved by voice vote.

Board Member Putman recommended the acceptance of the resignation of Julien Lauchner from Union Drainage #1 of Philo & Urbana; seconded by Board Member Moser. Approved by voice vote. Discussion followed.

Board Member Putman recommended the appointment of Roy C. Douglas (to replace Julien Lauchner) to Union Drainage District #1 of Philo & Urbana for a term ending 8-31-05; seconded by Board Member Langenheim. Board Member Beckett abstained due to a business relationship with one of the involved parties. Approved by voice vote.

Board Member Putman recommended the approval of the upgrade of an existing Custodian position to Lead Custodian, assigned to Grade Range D with a minimum starting salary of \$9.70, effective immediately upon approval by the County Board; seconded by Board Member Cowart. Discussion followed. Approved by voice vote.

Board Member Putman recommended the approval of the upgrade of an existing Skilled Trades position to Lead Skilled Trades, assigned to Grade Range I with a minimum starting salary of \$17.16 effective immediately upon approval by the County Board; seconded by Board Member Moser. Approved by voice vote.

Board Member Putman recommended the adoption of **Resolution 4905, "Resolution Evidencing the Intention of the County of Champaign, Illinois, to Issue Single Family Mortgage Revenue Bonds and Related Matters;"** seconded by Board Member Knott. There was a friendly amendment to include the adoption of **Ordinance 733, "Ordinance Authorizing Application for Bond Volume Cap, Issuance of Bonds and Execution of Intergovernmental Agreement with the Illinois**

**Housing Development.**” Discussion followed. Board Member Tapley abstained due to a potential business relationship with one of the involved parties. Discussion followed.

Resolution 4905 and Ordinance 733 adopted by roll call vote.  
Yeas: Anderson, Beckett, Bensyl, Busboom, Carter, Cowart,  
Doenitz, Feinen, Greenwalt, Gross, Hogue, James, Jay,  
Knott, Langenheim, McGinty, Moser, O’Connor, Putman,  
Sapp, Schroeder, Weibel, and Wysocki – 23;  
Nays: none;  
Abstentions: Tapley – 1.

Board Member Putman recommended the approval of appointments to a Sub-Committee authorized to approve the 2005 MLK Award nominees for County Board James R. Burgess and Doris Hoskins Awards; seconded by Board Member Cowart. Approved by voice vote.

#### FINANCE

Board Member McGinty, Chair, recommended the adoption of **Resolution 4906, “Budget Amendments, December 2004, FY 2004,”** seconded by Board Member Beckett. Board Member McGinty included Budget Transfer #04-00013, which was not part of resolution 4906. Discussion followed.

Resolution 4906 adopted by roll call vote.  
Yeas: Anderson, Beckett, Bensyl, Busboom, Carter, Cowart,  
Doenitz, Feinen, Greenwalt, Gross, Hogue, James, Jay,  
Knott, Langenheim, McGinty, Moser, O’Connor, Putman,  
Sapp, Schroeder, Tapley, Weibel, and Wysocki – 24;  
Nays: none.

Board Member McGinty, Chair, recommended the adoption of **Resolution 4907, “Budget Amendments, December 2004, FY 2005,”** seconded by Board Member Tapley.

Resolution 4907 adopted by roll call vote.  
Yeas: Anderson, Beckett, Bensyl, Busboom, Carter, Cowart,  
Doenitz, Feinen, Greenwalt, Gross, Hogue, James, Jay,  
Knott, Langenheim, McGinty, Moser, O’Connor, Putman,  
Sapp, Schroeder, Tapley, Weibel, and Wysocki – 24;  
Nays: none.

Discussion. Board Member McGinty, Chair, recommended the adoption of **Resolution 4908, “Budget Transfers, December 2004, FY 2004,”** seconded by Board Member Moser.

Resolution 4908 adopted by roll call vote.

Yeas: Anderson, Beckett, Bensyl, Busboom, Carter, Cowart, Doenitz, Feinen, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, and Wysocki – 24;

Nays: none.

Board Member McGinty recommended the adoption of **Resolution 4909, "Resolution Approving Extension of Term of the Board of Review;"** seconded by Board Member Moser. Discussion followed. Approved by voice vote.

#### HIGHWAY & TRANSPORTATION

Board Member Cowart, Chair, recommended the adoption of **Resolution 4910, "Resolution Awarding of Contracts for the Hauling of Materials for 2005 Maintenance of Various Road Districts in Champaign County;"** seconded by Board Member Jay. Board Member Doenitz abstained due to a business relationship with one of the involved parties. Approved by voice vote.

#### COUNTY FACILITIES

Board Member Beckett, Chair, recommended the approval of Invoice #81011 from Farnsworth Group in the amount of \$26,925.00 for Professional Services provided through October 31, 2004 per agreement dated March, 2003, Pay Request is for Construction Administration Services; seconded by Board Member Sapp. Approved by voice vote.

Board Member Beckett recommended the approval of Pay Request #22 from PKD, Incorporated in the amount of \$41,633.00 for Professional Services provided through November 20, 2004 per agreement Dated February, 2003. (\$14,821.00 – Staff; \$6,751.00 – Construction Fee; \$2,729.00 – Reimbursables; \$17,332.00 – General Conditions.); seconded by Board Member Sapp. Approved by voice vote.

Board Member Beckett requested the approval of contract for Services & Satellite Television Programming License With Telerent Leasing Corporation be deferred.

Board Member Beckett recommended the approval of Invoice # 2 from Isaksen Glerum in the amount of \$400.00 for Professional Services provided through October 29, 2004, invoice is for Additional Services for toilet room doors; seconded by Board Member James.

Board Member Beckett recommended the approval of the proposed agreement between Champaign County and Urbana Township -

Scottswood Drainage Project/Phase I; seconded by Board Member Moser. Discussion followed. Approved by voice vote.

### **OTHER BUSINESS**

Board Member Moser announced that a tentative agreement has been made between the City of Urbana and St. Joe #3 Drainage District.

Board Member Beckett recommended the approval of the Agreement among the Champaign County Board, the Sheriff of Champaign County and the Fraternal Order of Police Illini Lodge 17 and the Illinois F.O.P Labor Council - Champaign County Office of the Sheriff Law Enforcement Division for the period from December 1, 2003 to November 30, 2006; seconded by Board Member Knott. Discussion followed. Approved by voice vote.

Board Member Putman reminded the Board that the order form for the County Board portrait was being passed around.

Board Member Gross asked questions about the Disparity Study passed at the previous Regular County Board Meeting.

### **NEW BUSINESS**

There was no new business.

### **ADJOURNMENT**

Chair Wysocki adjourned the Meeting at 8:10 P.M.

*Mark Sheldon*

Mark Sheldon, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board  
Champaign County, Illinois

RESUME OF MINUTES OF A STUDY SESSION OF THE COUNTY BOARD,  
CHAMPAIGN COUNTY, ILLINOIS  
February 15, 2005

Chair Wysocki opened the Study Session at 7:05 P.M. Chair Wysocki made opening remarks. The subject of the Study Session was the Blue Ribbon Environmental Panel. The Panel was formed in October 2002. The Panel finished their report in October 2004.

Members of the Blue Ribbon Environmental Advisory Panel, Hal Barnhart, William Goran, Cynthia Hoyle, Gary Jackson, Richard Rayburn, Annette Stumpf, and Ruth Wene, presented a summary report. Cynthia Hoyle, Chair, gave an overview of the Blue Ribbon Environmental Panel. The summary consisted of six concerns. Concern one, Comprehensive Planning, was presented by Cynthia Hoyle. Concern two, the Mahomet Aquifer, was presented by Richard Rayburn. Concern three, Soil Resources, was presented by Hal Barnhart. Concern four, Watersheds, was presented by Gary Jackson. Concern five, Lack of Green Space for County Residents and Managed Habitat for Native Biological Systems, was presented by Ruth Wene. Concern six, Failure to Monitor Champaign County Environmental Conditions, was presented by William Goran. Mr. Goran also went through scenarios, viewing Champaign County from 2020. Annette Stumpf spoke about their website; and surveys which were conducted, asking citizens about their environmental concerns. All the concerns were supported by the Panel's recommendations.

Chair Wysocki thanked the Panel, and opened the floor for Public Participation. Beth Chato, former County Board Member, spoke regarding the Blue Ribbon Environmental Advisory Panel and their presentation. Jamie Ellis, a resident of Urbana, spoke regarding the Blue Ribbon Environmental Advisory Panel and their presentation. Mel Pleines, Chairman of the Mahomet Aquifer Consortium, spoke and answered Board Member's questions regarding the Mahomet Aquifer and their needs. Bob Holmes, director of the USGS Illinois Water Science Center, spoke regarding the USGS Illinois Water Science Center and concerns about the water sources in Illinois.

Chair Wysocki opened the floor for discussion, questions, and comments from Champaign County Board Members. During the discussion it was concluded the recommendations would be handled through the Policy and ELUC committees.

Chair Wysocki asked Frank DiNovo, Director of Planning and Community Development, to speak regarding the Visioning Project.

Chair Wysocki adjourned the Study Session at 8:54 P.M.

*Mark Sheldon*

Mark Sheldon, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board  
Champaign County, Illinois

RESUME OF MINUTES OF A REGULAR MEETING OF THE COUNTY BOARD,  
CHAMPAIGN COUNTY, ILLINOIS  
February 24, 2005

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, February 24, 2005 at 7:03 P.M. in Meeting Room 1, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with Barbara Wysocki presiding and Sasha Green, as Secretary of the Meeting.

**ROLL CALL**

Roll call showed the following Board Members Present: Bensyl, Betz, Carter, Cowart, Fabri, Feinen, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, and Wysocki – 23; Absent: Busboom, Doenitz, Putman, and Beckett – 4. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Member Putman arrived after roll call.

**PRAYER & PLEDGE OF ALLEGIANCE**

A prayer was given by Board Member Anderson. The Pledge of Allegiance to the Flag was given.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *Fisher Reporter* and *Southern Champaign County* on February 9, 2005, *The Leader* on February 10, 2005, *The Rantoul Press* and *Mahomet Citizen* on February 16, 2005, *County Star* and *Savoy Star* on February 17, 2005, and *The News Gazette* on February 22, 2005. Board Member Betz offered a motion to approve the notice; seconded by Board Member Langenheim. Approved by voice vote.

**APPROVAL OF MINUTES**

Board Member Hogue offered the motion to approve the Minutes of the January 20, 2005 Regular County Board Meeting; seconded by Board Member Jay. Approved by voice vote.

**APPROVAL OF AGENDA/ADDENDUM**

Board Member Betz offered the motion to approve the Agenda/Addendum; seconded by Board Member Hogue. Discussion followed. Board Member Betz amended the motion by moving the approval of the Red Cross Month Proclamation to the beginning of Public Participation; and moving the adoption of the Resolution Authorizing the Issuance of General Obligation Refunding Bonds, Series 2005A, and General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2005B, of the

County of Champaign, Illinois, Providing the Details of such Bonds and for Alternative Revenue Sources and the Levy of Direct Annual Taxes as Applicable, Sufficient to Pay the Principal of and Interest on such Bonds, and Related Matters to the beginning of Committee Reports; seconded by Board Member Langenheim. Approved as amended by voice vote.

### **DATE/TIME OF NEXT REGULAR MEETING**

Chair Wysocki announced that the next County Board Meeting will be held on March 24, 2005 at 7:00 P.M.

### **PUBLIC PARTICIPATION**

#### **POLICY, PERSONNEL & APPOINTMENTS from COMMITTEE REPORTS**

Board Member Betz, Chair, recommended the approval of the Red Cross Month Proclamation; seconded by Board Member Moser. Discussion followed. Kevin Price, of the Illini Prairie Chapter of the Red Cross, spoke regarding the Red Cross. Approved by voice vote. Discussion followed.

Due to the number of individuals ready to speak at Public Participation, Chair Wysocki announced the 5 minute rule would be in effect. Discussion followed.

Board Member Betz recommended to allow the Bond Counsel to make a presentation and the adoption of the Resolution Authorizing the Issuance of General Obligation Refunding Bonds, Series 2005A, and General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2005B, of the County of Champaign, Illinois, Providing the Details of such Bonds and for Alternative Revenue Sources and the Levy of Direct Annual Taxes as Applicable, Sufficient to Pay the Principal of and Interest on such Bonds, and Related Matters, prior to any further Public Participation; seconded by Board Member Tapley. Discussion followed. Approved by voice vote.

#### **FINANCE from COMMITTEE REPORTS**

Board Member McGinty, Chair, recommended the approval of the **Resolution 4920, "A Resolution Authorizing the Issuance of General Obligation Refunding Bonds, Series 2005A, and General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2005B, of the County of Champaign, Illinois, Providing the Details of such Bonds and for Alternative Revenue Sources and the Levy of Direct Annual Taxes as Applicable, Sufficient to Pay the Principal of and Interest on such Bonds, and Related Matters;"** seconded by Board Member Betz. Kurt Froehlich, Bond Counsel, discussed Bond Series 2005A and 2005B. Discussion followed.

Resolution 4920 adopted by roll call vote.

Yeas: Bensyl, Betz, Carter, Cowart, Fabri, Feinen, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, and Wysocki – 24;

Nays: None.

Chair Wysocki announced Board Member Betz would serve as Parliamentarian. Jay Schubert spoke regarding the Evercom contract. Susan Davis spoke regarding the Evercom contract. Charlotte Green spoke regarding the Evercom contract. Kyle Ahten spoke regarding the Evercom contract. Ann Donovan spoke regarding the Evercom contract. Sandra Ahten spoke regarding the Evercom contract. Bobbi Trist spoke regarding the Evercom contract. Casey Diana spoke regarding the Evercom contract.

### **ANNOUNCEMENTS/COMMUNICATIONS**

Board Member Feinen commented on the County Board documents that are now available electronically. Chair Wysocki informed the Board that a draft of an organizational chart in relation to the Visioning Project had been distributed. Discussion followed.

### **CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE**

Board Member Knott requested the approval of the application for, and if awarded, acceptance of Petsmart Charities Grant for equipment on the amount of \$9,999.75, be removed from the Consent Agenda.

#### **JUSTICE & SOCIAL SERVICES**

Approval of the Application for, and of awarded, Acceptance of the Illinois Criminal Justice Information Authority Grant for the JAIBG/JCED Lapsing Equipment Funds in the amount of \$10,423.00.

Approval of the Renewal/ Extension of Head Start Grant.

Approval of Champaign County Nursing Home Criminal Background Check Policy.

#### **COUNTY FACILITIES**

Approval of Invoice #0047323 from Simpson, Gumpertz & Heger, Inc. in the amount of \$37,524.68 for Professional Services provided through December 3, 2004 per Agreement dated March, 2004. Invoice is for Program Verification & Schematic Design Services.

Approval of Pay Request #24 from PKD, Inc. in the amount of \$49,310.00 for Professional Services provided through January 20, 2005 per Agreement dated February, 2003. \$8,701.00 – Staff; \$6,751.00 – Construction Fee; \$410.00 –

Reimbursables; \$33,448.00 – General Conditions.

Approval of the Scottswood Drainage Project Phase II Application.

Approval of the ILEAS Request for additional space at the Champaign County Emergency Operations Center.

Approval of the appointment of Major Richard Ellenberger to the Champaign County Clock & Bell Tower Committee.

POLICY, PERSONNEL & APPOINTMENTS

Approval of the Corrections to Appointments.

Approval of the Appointment of Steve Beckett and Greg Knott to the Willard Airport Study Group.

Approval of the Appointment of Barbara Wysocki, Patricia Avery, Colleen Braun, John Regetz, Minor Jackson, Neal Williams, Reed Berger, Nigel Austin, Jeanne Gustafson and Dave Lucas to the Champaign County Economic Development District - term ending 12-31-06.

FINANCE

Adoption of **Resolution 4921, “Budget Amendments, February 2005, FY 2005.”**

Adoption of **Resolution 4922, “Transfers of Funds, February 2005, FY 2005.”**

Adoption of **Resolution 4923, “Resolution for the Abatement and Reduction of Taxes Heretofore Levied for the Payment of Bonds.”**

Adoption of **Resolution 4924, “Resolution for the Abatement and Reduction of Taxes Heretofore Levied for the Payment of Bonds.”**

Approval of appointments of Tapley, McGinty, Gross and Busey to serve on the subcommittee to further explore the Bond Issue, with Frerichs and Walsh serving as advisors.

Approval of the request to increase staffing in the State’s Attorney’s office from one part-time Legal Secretary to one full-time Legal Secretary Receptionist.

Adoption of **Resolution 4925, “Resolution to Designate the Office of the State’s Attorneys Appellate Prosecutor as Agent,”** and Litigation Assistance Agreement with the State’s Attorney’s Appellate Prosecutor.

HIGHWAY & TRANSPORTATION

Adoption of **Resolution 4926, "Resolution Appropriating \$16,960.00 from County Motor Fuel Tax Funds for Champaign County's Share of the Champaign-Urbana Urbanized Area Transportation Study – Section #04-00000-00-ES."**

Adoption of **Resolution 4927, "Resolution Appropriating \$17,808.00 from County Motor Fuel Tax Funds for Champaign County's Share of the Champaign-Urbana Urbanized Area Transportation Study – Section #05-00000-00-ES."**

Approval of the exchange of a Highway Maintenance Position for a Certified Mechanic Position.

ENVIRONMENT & LAND USE

Adoption of **Resolution 4928, "Resolution Supporting House Bill 4910 that would Revise the State Statute pertaining of the County Code on 'Inoperable Vehicles.'"**

Board Member Moser offered the motion to approve the Consent Agenda; seconded by Board Member Jay. Chair Wysocki asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Bensyl, Betz, Carter, Cowart, Fabri, Feinen, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, and Wysocki – 24;

Nays: None.

COMMITTEE REPORTS

Board Member Greenwalt recommended the approval of the mutually acceptable extension of the current Evercom Contract until April 1, 2005 be placed next on the Agenda; seconded by Board Member Langenheim. Approved by voice vote.

FINANCE Cont.

Board Member McGinty recommended the approval of the mutually acceptable extension of the current Evercom Contract until April 1, 2005; seconded by Board Member Moser. Discussion followed.

Board Member Putman offered an amendment to the motion to direct our Budget plans to proceed on a scenario for FY 2006 not receiving any commission from Evercom or any other telecommunications contract, and to forgo receipt of approximately \$168,000 a year, the loss should be born by all departments supported by the general corporate fund. Discussion followed. To clarify her motion Board Member Putman stated, to instruct the team to negotiate all that

you can but require that the County receive no commissions starting December 1, 2005. Discussion followed. To clarify her motion Board Member Putman stated, to amend the motion on the floor that the project team continue to negotiate with the understanding that as of December 1, 2005 the County would receive no commission from any telecommunication's provider who provides service in our County Jail, that is a parameter to take into your negotiations with the project team. Discussion followed. To clarify her motion Board Member Putman stated to negotiate, not until April 1, but to propose an arrangement through the last day of this fiscal year with the understanding that starting on December 1, 2005 and into the 2006 Budget we will plan for the General Corporate Fund to receive no revenue from Evercom or any other telecommunications provider. Discussion followed. Board Member Greenwalt seconded Board Member Putman's motion. Discussion followed.

Board Member Greenwalt offered to amend the motion by asking that it be re-bid beginning in the new Fiscal Year so that it's not necessarily Evercom but that it's opened up for Competitive Bid, that won't include commission to the County for the new Fiscal Year. Board Member Putman accepted this as a friendly amendment. Discussion followed. Discussion revealed that it is not within the parameters of the current contract to extend it until November 30, 2005. Board Member Greenwalt withdrew her friendly amendment; she replaced it with, extending the contract for the required one year, and to bid the contract out in six months. Discussion followed.

Board Member Langenheim made a "substitute motion all together" saying that we direct the negotiators to forgo negotiating for the \$14,000 monthly; seconded by Board Member Betz. Discussion followed.

Board Member Bensyl requested that the question be called, and that the motion be restated; seconded by Board Member Langenheim. Discussion followed. Board Member Betz, Parliamentarian, stated that the Board first needed to vote whether to allow a substitute, the substitute is "to direct the negotiating team to negotiate a contract, but not negotiate for a commission to the County as part of its negotiating strategy." The substitute motion was made friendly. Discussion followed. Motion to call the question approved by voice vote. A roll call was requested. Discussion followed.

Board Member Betz, Parliamentarian, restated the motion on the floor for clarification. "The motion on the floor is to direct our negotiating team in negotiating with Evercom to not consider and not ask for, we are going to eliminate, the commission as part of our negotiating process, but we will still try to negotiate for the lowest rates possible."

Approved by roll call vote.

Yeas: Betz, Carter, Cowart, Fabri, Greenwalt, Gross, Hogue, Langenheim, McGinty, Putman, Weibel, Anderson, Avery, and Wysocki – 14;

Nays: Bensyl, Feinen, James, Jay, Knott, Moser, O'Connor, Sapp, Schroeder, and Tapley – 10.

Discussion followed. Board Member Fabri offered an amendment to the motion to further instruct our negotiators to end the commission with the beginning of FY 2006; seconded by Board Member Putman. Discussion followed. Board Member O'Connor requested that the question be called; seconded by Board Member Jay. Discussion followed. Motion to call the question approved by voice vote. A roll call was requested.

Motion to amend failed by roll call vote.

Yeas: Fabri and Schroeder – 2;

Nays: Bensyl, Betz, Carter, Cowart, Feinen, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Weibel, Anderson, Avery, and Wysocki – 21;

Absent: Tapley – 1.

Discussion stopped for the Parliamentarian to clarify what was going on: "Main motion as amended is that we approve of the mutually acceptable extension of the current Evercom Contract until April 1, 2005, and that our negotiators be directed not to negotiate for the 'commission,' but to negotiate for the lowest possible rates."

Board Member Feinen offered an amendment to the motion to go out for bid at the end of this fiscal year for new phone contracts, with the parameters that have been set by the County Board to have a new contract by December 1; seconded by Board Member Knott. Discussion followed. Board Member Feinen amended her motion by stating, as part of my amendment I would make the extension through May 31 to give us enough time to go out for bid, so we have an existing phone service with Evercom through May 31. Board Member Knott said this was a friendly amendment.

The original makers of the motion, McGinty and Moser, accepted this as a friendly amendment. Discussion followed. A roll call was requested. Discussion followed.

Main motion as amended approved by roll call vote.

Yeas: Bensyl, Betz, Carter, Cowart, Fabri, Feinen, Greenwalt, Gross, Hogue, James, Knott, Langenheim, McGinty, Putman, Sapp, Schroeder, Weibel, Anderson, Avery, and Wysocki – 20;

Nays: Jay, Moser, and O'Connor – 3;

Absent: Tapley – 1.

Chair Wysocki informed the Board the Environment & Land Use Committee would be considered next, for the benefit of the public.

## COMMITTEE REPORTS

### ENVIRONMENT & LAND USE

Board Member Langenheim, Chair, recommended the adoption of **Resolution 4929, "Resolution to Amend the Zoning Ordinance by Reclassifying Certain Property, 445-AM-04;"** seconded by Board Member Moser. Discussion followed.

Resolution 4929 adopted by roll call vote.

Yeas: Bensyl, Betz, Carter, Cowart, Fabri, Feinen, Greenwalt, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Weibel, Anderson, and Wysocki – 21;

Nays: Avery – 1;

Absent: Gross, and Tapley – 2.

Board Member Langenheim recommended the adoption of **Ordinance 735, "Ordinance Amending Zoning Ordinance Establishing a Rural Residential Overlay Zoning District in the AG-1 Agriculture Zoning District, 468-AM-04;"** seconded by Board Member Putman. Discussion followed. Adopted by voice vote.

Board Member Langenheim recommended the adoption of **Ordinance 736, "An Ordinance Amending the Champaign County Special Flood Hazard Areas Ordinance;"** seconded by Board Member Carter. Adopted by voice vote.

### JUSTICE & SOCIAL SERVICES

Board Member Anderson, Chair, gave a report regarding the implementation of Champaign County Animal Control Ordinances. Discussion followed. Board Member Putman recommended this Agenda item be placed on the next Agenda; seconded by Board Member Langenheim.

Board Member Anderson recommended the approval of the application for and, if awarded the acceptance of the Illinois Criminal Justice Information Authority Violent Offender Incarceration/Truth in Sentencing Incentive Grant in the amount of \$9,848,163.00; seconded by Board Member Betz. Discussion followed. Approved by voice vote.

Board Member Anderson recommended the approval of the Champaign County Nursing Home Scholarship Program; seconded by Board Member Knott. Discussion followed. Approved by voice vote.

Board Member Anderson recommended the approval of the application for, and if awarded, acceptance of Petsmart Charities Grant for equipment on the amount of \$9,999.75; seconded by Board Member Greenwalt. Board Member Feinen abstained due to a personal relationship to one of the involved parties. Discussion followed. Approved by voice vote.

#### COUNTY FACILITIES

Board Member Sapp, Vice Chair, recommended the adoption of **Resolution 4930, "Resolution Designating Meeting Room 1 as Lyle Shields Meeting Room;"** seconded by Board Member Moser. Discussion followed. Adopted by voice vote.

Board Member Sapp recommended the approval of the plaque in recognition of the County Board acquisition and remodeling of the Brookens Administrative Center; seconded by Board Member James. Discussion followed. Board Member Sapp withdrew his motion. Board Member Langenheim recommended to send the item back to Committee; seconded by Board Member Avery. Approved by voice vote.

Board Member Sapp recommended the approval of the award of bid for Animal Kennel System; seconded by Board Member Jay. Chair Wysocki requested a show of hands, as the voice vote was undeterminable. A roll call was requested. Discussion followed.

Approved by roll call vote.

Yeas: Betz, Fabri, Greenwalt, Gross, James, Jay, Langenheim, McGinty, Putman, Sapp, Weibel, Anderson, and Wysocki – 13;

Nays: Bensyl, Carter, Cowart, Hogue, Knott, Moser, O'Connor, Schroeder, and Avery – 9;

Absent: Tapley – 1;

Abstention: Feinen – 1.

Board Member Betz made a motion to suspend the 10:00 P.M. rule; seconded by Board Member Langenheim. Discussion followed. Board Member Avery requested entering into Executive Session be rearranged on the Agenda. Discussion followed. Motion to suspend approved by voice vote.

#### POLICY, PERSONNEL & APPOINTMENTS

Board Member Betz recommended the approval of Willard Broom to the Champaign County Mass Transit District – term ending 12-31-09; seconded by Board Member Gross. Discussion followed. Approved by voice vote.

Board Member Betz recommended the approval of the appointments to the Art & Architecture Committee; seconded by Board Member Moser. Discussion followed. Approved by voice vote.

Chair Wysocki announced a five minute break.

### **OTHER BUSINESS**

Board Member McGinty offered the motion to enter into executive session pursuant to 5 ILCS 120/2 (C) 1 to consider the employment, compensation, discipline, performance, or dismissal of an employee, further moving that the following individuals remain present: Recording Secretary, County's Legal Counsel, and County Administrators; seconded by Board Member Putman.

Executive Session approved by roll call vote.

Yeas: Bensyl, Betz, Carter, Cowart, Fabri, Greenwalt, Gross, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Weibel, Anderson, and Wysocki – 20;

Nays: None;

Absent: Feinen, Hogue, Tapley, and Avery – 4.

The Board entered back into open session at 10:33 P.M.

### **COMMITTEE REPORTS Cont.**

#### **FINANCE Cont.**

Board Member McGinty recommended the approval of Negotiated Contract for Human Resource Software Management System with top Ranked vendor pursuant to Champaign County RFP 2005-001. Discussion followed. Board Member McGinty recommended to defer the back to committee; seconded by Board Member Betz. Discussion followed. Approved by voice vote.

Board Member McGinty recommended the approval of the Nursing Home Funded Depreciation; seconded by Board Member Betz. Approved by voice vote.

Board Member McGinty recommended the adoption of **Resolution 4931, "Payment of Claims Authorization, February 2005, FY 2005;"** seconded by Board Member Betz. Adopted by voice vote.

Board Member McGinty recommended the approval and placing on file the Purchases not Following Purchasing Policy; seconded by Board Member Betz. Discussion followed. Approved by voice vote.

Board Member McGinty recommended the adoption of **Ordinance 737, "Ordinance for Exception to the Champaign County Purchasing Policy**

**Ordinance No. 323**; seconded by Board Member Bensyl. Adopted by voice vote.

**HIGHWAY & TRANSPORTATION**

Board Member Cowart, Chair, announced that there was no business requiring County Board action.

**LABOR SUB-COMMITTEE**

Board Member Betz recommended the approval of appointment of Negotiating Team for approved AFSCME Highway/Maintenance Unit to include Brendan McGinty, Scott Tapley as Alternate, County Engineer, Supervisor of Building Maintenance, County Administrator of Finance & HR Management, and County's Legal Counsel; seconded by Board Member Fabri. Approved by voice vote.

Board Member Betz recommended the approval of appointment of Negotiating Team for Approved AFSCME Nursing Home General Unit and Nursing Home Nurses Unit to include Tom Betz and Scott Tapley, with Claudia Gross and Steve Moser as Alternates, Nursing Home Administrator Nursing Home HR Director, County Administrator of Finance & HR Management, and County's Legal Counsel; seconded by Board Member McGinty. Approved by voice vote.

**OTHER BUSINESS Cont.**

Board Member Betz recommended the approval of communication to U.S. Senate Finance approved Committee and U.S. House of Representatives Ways and Means Committee regarding payment of Federal Fuel Excise Tax by local/state governments purchasing fuel with fleet credit cards; seconded by Board Member Putman. Discussion followed. Approved by voice vote.

Board Member Betz recommended the approval of the Memorandum of Understanding between the Champaign County Board and AFSCME Local 900-B-Champaign County Head Start; seconded by Board Member Moser. Approved by voice vote.

Chair Wysocki announced that the County Board Appointed Associations/Boards/Commissions Schedule had been distributed. Discussion followed.

Board Member Jay recommended the Closed Session minutes, included in the Semi-Annual Review of Closed Session Minutes, remain closed; seconded by Board Member James. Approved by voice vote.

**NEW BUSINESS**

There was no New Business.

**ADJOURNMENT**

Chair Wysocki adjourned the Meeting at 10:45 P.M.

*Mark Shelden*

Mark Shelden, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board  
Champaign County, Illinois

**JUSTICE & SOCIAL SERVICE COMMITTEE**  
**Summary of Action taken at 3/7/05 Meeting**

<b><u>ITEM</u></b>	<b><u>ACTION TAKEN</u></b>
1. <b><u>Call to Order</u></b>	Meeting called to order at 7:01 p.m.
2. <b><u>Approval of Agenda/Addendum</u></b>	Approved.
3. <b><u>Approval of Minutes</u></b>	Regular Session minutes of February 7, 2005 approved as presented.
4. <b><u>Public Participation</u></b>	Chris Evans spoke about the suicides at the County Jail.
5. <b><u>Chair's Report</u></b> a. Procedural Change for Preparation of Agenda	Motion approved to no longer include monthly reports and juvenile delinquency grant reports in agenda packets; instead they will be kept on file.
6. <b><u>Receipt &amp; Placement on File of Monthly Reports</u></b>	Motion approved to receive and place on file the January and February 2005 Animal Control reports; January 2005 Children Advocacy Center report; January 2005 Circuit Clerk report; January 2005 Court Services report; January 2005 Developmental Disabilities Board report; February 2005 ESDA report; February 2005 Mental Health Board report; January 2005 Public Defender report; January 2005 CASA report; January 2005 Don Moyer Boys & Girls Club report; January 2005 Family Conference Program report; January 2005 Mental Health Center/Family Intervention Program report; January 2005 Talks Mentoring report; January 2005 Regional Office of Education report; January 2005 RPC-Court Diversion Services report; and the January 2005 Urban League report.
7. <b><u>Juvenile Delinquency Grants</u></b> a. Site Visits Report by Marilyn Garmon	Received and placed on file.
8. <b><u>Sheriff</u></b> a. Intergovernmental Agreement Between Illinois Department of Public Aid, the Champaign County Board, and the Champaign County Sheriff	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of the Intergovernmental Agreement Between Illinois Department of Public Aid, the Champaign County Board, and the Champaign County Sheriff.</i></b>
9. <b><u>Children's Advocacy Center</u></b> a. Renewal of Violent Crime Victims Assistance Grant	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of the Renewal of Violent Crime Victims Assistance Grant.</i></b>

*\*Denotes Consent Agenda Item.*

10. **Court Services**  
a. Submission of Annual Plan for FY2005 on file in the County Board office Received and placed on file.
11. **ESDA**  
a. Department Name Change Request **\*RECOMMEND TO THE COUNTY BOARD approval of ESDA Department Name Change Request.**
12. **Animal Control**  
a. Job Evaluation Committee Report re: Classification, Description, & Salary Recommendation for Part-Time Deputy Administrator Motion approved to recommend to Policy, Personnel, & Appointments Committee the approval of the creation of the Part-time Deputy Administrator of Animal Control position assigned to Salary Grade Range J, effective upon approval of the creation of this position by the County Board.  
b. Request Approval of Intergovernmental Agreement with City of Champaign for Animal Impound Services **\*RECOMMEND TO THE COUNTY BOARD approval of the Intergovernmental Agreement with City of Champaign for Animal Impound Services.**
13. **Head Start**  
a. Monthly Report Received and placed on file.
14. **Nursing Home**  
a. Monthly Report No report was provided.  
b. CCNH recommends award of bid 2005-005, Prime Food Vending Contract, to Waugh Foods, Peoria, Illinois **\*RECOMMEND TO THE COUNTY BOARD award of bid 2005-005, Prime Food Vending Contract, to Waugh Foods, Peoria, Illinois.**  
c. CCNH recommends award of bid 2005-07, Oxygen Supplier Contract, to RCS Management Corporation **\*RECOMMEND TO THE COUNTY BOARD award of bid 2005-07, Oxygen Supplier Contract, to RCS Management Corporation.**
15. **Coroner**  
a. Request for Exception to County Purchasing Policy **\*RECOMMEND TO THE COUNTY BOARD approval of the Request for Exception to County Purchasing Policy.**
16. **Other Business** No action was taken.
17. **Determination of Items to be placed on County Board Consent Agenda** Items VIII a, IX a, XIV b & c, and XV a will be placed on the County Board Consent Agenda.
18. **Adjournment** Meeting adjourned at 8:17 p.m.

*\*Denotes Consent Agenda Item.*

ORDINANCE NO \_\_\_\_\_

**ORDINANCE RE-ESTABLISHING THE EMERGENCY SERVICES AND DISASTER AGENCY OF CHAMPAIGN COUNTY as the EMERGENCY MANAGEMENT AGENCY OF CHAMPAIGN COUNTY**

**WHEREAS**, the 85th General Assembly adopted Public Act 85-1027 which recreates the Illinois Emergency Services and Disaster Agency and repeals the Illinois Emergency Services and Disaster Agency Act of 1975 and,

**WHEREAS**, it is necessary that Champaign County re-establish an Emergency Management Agency to comply with P.A. 85-1025;

**NOW, THEREFORE, BE IT AND IT IS ORDAINED** by the County Board of the County of Champaign that:

**SECTION 1. ESTABLISHMENT.** There is hereby re-established as a County Department the Champaign County Emergency Management Agency thereafter referred to as EMA) to prevent, minimize, repair and alleviate injury of damage resulting from disaster caused by explosion in this or in neighboring states of atomic or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, or other natural or technological causes, and in order to insure that this County will be prepared to and will adequately deal with any such disasters, preserve the lives and property of the People of this County, and protect the public peace, health and safety in the event of such a disaster, in accordance with "The Illinois Emergency Services and Disaster Agency Act of 1992".

**SECTION 2. DIRECTOR.** The Department Head of EMA, shall be known as EMA Director and shall be appointed pursuant to Champaign County Personnel Policies Department Head Hiring Procedures.

The Director shall have direct Responsibility for the organization, administration, training, and operation of the EMA, subject to the direction and control of the Chairperson of the County Board as provided by Statute.

In the Event of the absence, resignation, death or inability to serve as the Director, the Chair of the County Board or any Person designated by him/her, shall be and act as Director until a new appointment is made as provided in this Ordinance.

**SECTION 3. FUNCTIONS.**

1. EMA shall coordinate Emergency Management functions within the territorial limits of the Political Management Functions within the Organization as are prescribed in and by the State Emergency Operations Plan, and programs, orders, rules, and regulations as may be promulgated by the Illinois Emergency Services and Disaster Agency and, in addition, shall conduct

such functions outside of those territorial limits as may be required pursuant to such Mutual Aid Agreements.

2. EMA shall prepare and keep current an Emergency Operations Plan for its geographic boundaries.
3. EMA shall prepare and distribute to all appropriate Officials in written form a clear and complete statement of the emergency responsibilities of all Local Departments and Officials and of the Disaster Chain of Command.
4. The Director shall execute and enforce such orders, rules, and regulations as may be made by the Governor under Authority of the Act. EMA shall have available for inspection at its' Office, all orders, rules and regulations made by the Governor, or under the Governors Authority. The Illinois Emergency Management Agency shall furnish such orders, rules and regulations to local EMA.

#### **SECTION 4. MUTUAL AID ARRANGEMENTS.**

The Director may, in collaboration with other Public Agencies within the immediate vicinity, develop or cause to be developed Mutual Aid Arrangements, with other Political Subdivisions within this State, for reciprocal disaster response and recovery assistance in case a Disaster is too great to be dealt until approved by the Champaign County Board. Such arrangements shall be consistent with the State Emergency Management Program.

#### **SECTION 5. LOCAL DISASTER DECLARATIONS.**

(a) A local Disaster may be declared only by the Chairperson of the Champaign County Board or a Interim Emergency Successor, as provided in Section 7 of the "Emergency Interim Executive Succession Act". It shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the Champaign County Board. Any Order or Proclamation declaring, continuing, or terminating a Local Disaster shall be given prompt and general publicity and shall be filed promptly with the Champaign County Clerk.

(b) The effect of a Declaration of a Local Disaster is to activate the Emergency Operations Plan of the County and to authorize the furnishing of aid and assistance there under.

**SECTION 6. PURCHASES AND EXPENDITURES.** The County may, on recommendation of the County Director of EMA, authorize any purchase or contacts necessary to place the County in a position to combat effectively any Disaster resulting from the explosion of any nuclear or other bomb or missile, and to protect the public health and safety, protect property, and provide emergency assistance to victims in the case of such Disaster, or from Man-made or Natural Disaster.

In the event of enemy caused or other Disaster, the County Director of EMA is authorized, on behalf of the County, to procure such services, supplies, equipment or material as maybe necessary for such purposes, in view of the exigency without regard to the statutory procedures or formalities normally prescribed bylaw pertaining to County Contracts or Obligations, as authorized by "The State EMA ACT of 1992", provided that if the County Board meets at such time he shall act subject to the directions and restrictions imposed by that Body.

**SECTION 7. AUTHORITY TO ACCEPT SERVICES, GIFTS, GRANTS, OR LOANS.**

Whenever the Federal Government or any Agency or Officer thereof or whenever any Person, Firm or Corporation shall offer to EMA, services, equipment, supplies, materials, or funds by way of gift or grant, for purposes of Emergency Management, the Chairperson of the Champaign County Board or Designee may accept such offer and upon such acceptance the Chairperson of the Champaign County Board or Designee may authorize EMA to receive such services, equipment, supplies, materials, or funds on behalf of the County Subdivision.

**SECTION 8. OATH.** Every Person, whether compensated or non-compensated, who is appointed to serve in any capacity in the Champaign County EMA shall, before entering upon their duties, subscribe the following Oath, which shall be filed with the Director.

"I, -----, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the Duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, or a I nor have I been a Member of any political party or organization that advocates the over throw of the Government of the United States or of this State by force or violence; and that during such time as I am affiliated with the Champaign County EMA, I will not advocate nor become a Member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence".

**SECTION 9. IMMUNITY.** Neither Champaign County, nor except in cases of negligence or willful misconduct, the Chairperson of the Champaign County Board, the agents, employees, or representative of any of them, engaged in any Emergency Management Response or Recovery Activities, while complying with or attempting to comply with this Act, is liable for the death of or any injury to Persons, or damage to Property, as a result of such Activity. This Section does not, however, affect the right of any Person to receive benefits to which he or she would otherwise be entitled under the

Act, or under pension law, and this Section does not affect the right of any such person to receive any benefits of compensation under any Act or Congress.

**SECTION 10.** This Ordinance shall be in full force and effect April 1, 2005, and Ordinance Number 142, previously adopted, is hereby rescinded effective April 1, 2005.

**PRESENTED, PASSED, APPROVED and RECORDED** this 24<sup>th</sup> day of March, A.D. 2005.

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Barbara Wysocki, Chair  
Champaign County Board

ATTEST:

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Mark Shelden, County Clerk and  
Ex-Officio Clerk of the County Board

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUND SERVICES**  
(City of Champaign – County of Champaign)

THIS AGREEMENT is made and entered by and between the City of Champaign, an Illinois Municipal Corporation, (hereinafter referred to as “City”) and the County of Champaign, (hereinafter referred to as “County”) effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interest of the City and the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the City pursuant to the provisions of Chapter 7 of the Municipal Code of Champaign, 1985, as amended, entitled “Animals” (“Chapter 7”). The County shall provide all services necessary for the impound, care, transfer, and euthanasia of all animals delivered by the City. The County will be solely responsible for the hiring of facility personnel and veterinarian services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or April 18, 2005, whichever date is later.
2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations, including Chapter 7. The Chief of Police or his designee shall be

entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the City to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the City responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. City personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the City for such purposes. The City shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house all animals delivered in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County will notify the City as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The City shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The City shall provide information concerning the nature of the impound and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the City or a court of competent jurisdiction, the County shall hold the animal and shall not make it

available for redemption, adoption or euthanasia without written consent of the City or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal(s) owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect fees and fines for violations of Chapter 7 on behalf of the City. The County is authorized to impose such additional fees it deems appropriate prior to the redemption of animals provided such fees are duly approved by the Champaign County Board. All fines and fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The City shall pay the sum of \$68,784.00 annually, payable in monthly installments of \$5,732.00. At the end of the first year, if the costs of operation are substantially higher or lower than anticipated by the parties, the parties agree to negotiate in a good faith, an adjustment to the annual payment required herein. If the City requests an animal be held beyond seven (7) days because of a court order, the City will remit to the County any impound fees recovered by the City in the legal proceedings concerning the animal. The City will use its best efforts to recover impound fees in such a circumstance. If the City requests an animal be held beyond seven (7) days for any reason other than a court order, the City will reimburse the County \$10.00 per day plus any extraordinary costs of holding the animal beyond seven (7) days.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the City and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The City shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City of Champaign, boarding dates, date of final disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Duration; Termination.** This agreement shall be effective on the date of the last of the County or City to sign, and shall last for a period of two (2) years, with a one-year option. Either party may terminate this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

City Manager  
City of Champaign  
102 N. Neil Street  
Champaign, Illinois 61820

Champaign County Board  
Chair  
1776 East Washington Street  
Urbana, Illinois 61801

And

Champaign Chief of Police  
82 E. University Avenue  
Champaign, Illinois 61820

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after

the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2005-\_\_\_\_\_



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
www.co.champaign.il.us

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION  
Email : xx046@prairienet.org

# Memo

**To:** Deb Busey  
**From:** Stephanie Joos  
**Date:** 1/25/05  
**Re:** Animal Control Ordinances

---

After speaking with you on 1-24-05, I thought I would write and let you know how the animal control ordinances have been working out.

Initially we had complaints concerning the cat ordinances requiring cats to be vaccinated and registered. I would personally address those complaints with the citizen. Most citizens after hearing the history of the ordinances and the reasoning for the ordinances were understanding and did vaccinate and register their cats. We have not had very many complaints since that initial two week period after the ordinances were passed. Last week we registered approximately 60-70 cats. We also have reunited two cats with their owners. Both cats were wearing rabies tags. One cat was 15 blocks from its home. The tags proved to be very useful for these pet owners and their pets.

We are seeing a higher compliance in dog registrations as well. I believe this is due to the veterinarian tag program. The veterinarians have been very supportive of the program and most clinics involved state the clients love it.

The increase in the fines has had an impact as well. I have only had one repeat offender since the increase in fines. This indicates that the increase in fines is a deterrent. Before the increase, I would sometimes see the same dog twice in one week.

I feel that the ordinances have been very successful and will continue to be so. With our new facility opening, we are excited to assist the citizens of this county in new and progressive ways. We hope to be the model for other counties in this state. Thank you for your time.

Stephanie Joos

Animal Control Director

COUNTY FACILITIES COMMITTEE  
Summary of Action Taken at the March 8, 2005 Meeting

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<u>Agenda Item</u>	<u>Action Taken</u>
III <u>Approval of Minutes</u>	Minutes of February 8, 2005 & February 24, 2005 approved as presented.
IV <u>Public Participation</u>	Carol Ammons, of C-U Peace & Justice, spoke to the committee regarding the disparity study.
V <u>Joint Meeting of County Facilities &amp; Highway Committee to discuss proposed Fleet Maintenance Facility</u>	
A.    Presentation/Review of Existing Highway Facility	Committee Discussion
B.    Review of Intergovernmental Group Meetings	Committee Discussion
C.    Recommendation for New Highway Facility	<b>MOTION carried</b> to direct the County Highway Engineer and the County Administrator to jointly craft an RFP for Professional A & E Services to Design a Fleet Maintenance Highway Department Facility.
VI <u>Chair's Report/Issues</u>	
A.    Disparity Study	<b>MOTION Failed</b> to bring this item off of the table and onto the agenda.
B.    University of Illinois Trades Academy Participation	No Action Taken
C.    Proposed Revisions to the County Purchasing Policy	Committee consensus to include this item on the April County Facilities Agenda.

Chair's Report Cont.

D. Clock & Bell Tower Project

i. Project Update

No Action Taken

ii Appointment of County  
Administrators to the Champaign  
County Clock & Bell Tower  
Committee

*RECOMMEND COUNTY  
BOARD APPROVAL of the  
appointment of the County  
Administrators to the Champaign  
County Clock & Bell Tower  
Committee.*

VII Courthouse

A. Masonry Stabilization & Restoration Project

No Action Taken

B. User Group List

No Action Taken

C. Simpson, Gumpertz & Heger, Inc. Invoice  
#0047678

*RECOMMEND COUNTY  
BOARD APPROVAL of  
Invoice #0047678 from Simpson,  
Gumpertz & Heger, Inc. in the  
amount of \$14,928.29 for  
Professional Services provided  
through January 21, 2005 per  
Agreement dated March, 2003.  
Invoice is for Design Development  
Services.*

VIII Champaign County Nursing Home Construction  
Project

A. Farnsworth Group Invoice #82903

*RECOMMEND COUNTY BOARD  
APPROVAL of Invoice #82903  
from Farnsworth Group in the  
amount of \$2,707.00 for  
Professional Services beyond  
Contract scope provided through  
January 21, 2005 per agreement  
dated March, 2003. Pay Request is  
for Site Observation and Design  
Work for Plumbing & HVAC.*

Nursing Home Cont.

- B. Farnsworth Group Invoice #82967 *RECOMMEND COUNTY BOARD APPROVAL of Invoice #82967 from Farnsworth Group in the amount of \$2,018.96 for Project Reimbursable expenses through January 21, 2005 per agreement Dated March, 2003.*
- C. Farnsworth Group Invoice #83266 *RECOMMEND COUNTY BOARD APPROVAL of Invoice #83266 from Farnsworth Group in the amount of \$67,312.50 for Professional Services provided through February 18, 2005. Invoice is for Construction Administration.*
- D. PKD, Inc. Pay Request #25 *RECOMMEND COUNTY BOARD APPROVAL of Pay Request #25 from PKD, Inc. in the amount of \$53,331 for Professional Services provided through February 20, 2005 per Agreement dated February, 2003. (\$10,792 - Staff; \$6,751 - Construction Fee; \$3,033 - Reimbursables; \$32,755 - General Conditions)*
- E. Request for Reduction in Retainage *RECOMMEND COUNTY BOARD APPROVAL of the Duce Construction Request for Reduction in Retainage.*
- F. Contract between County Board & Regional Planning Commission for Technical & Advisory Planning Services *RECOMMEND COUNTY BOARD APPROVAL of the Contract between the County Board and Regional Planning Commission for Technical & Advisory Planning Services*
- G. Construction Project Update No Action Taken

**IX Brookens Administrative Center**

- |    |  |   |
|----|--|---|
| A. | Plaque in recognition of the County Board Acquisition and Remodeling of Brookens | Committee consensus to explore further options and report back to the committee in April. |
| B. | Proposed Mental Health Board Lease   | <i>RECOMMEND COUNTY BOARD APPROVAL of the Proposed Mental Health Board Lease.</i>         |
| C. | Facility Survey Results  | No Action Taken   |
| D. | User Group List  | No Action Taken   |

**X Other Business**

- |    |                                    |                 |
|----|------------------------------------|-----------------|
| A. | Physical Plant                     |                 |
| a. | Monthly Budget Report              | No Action Taken |
| b. | Manpower Report – Capital Projects | No Action Taken |
| B. | Emergency Contingency Plan Phase I | No Action Taken |

**XI New Business**

- |    |   |  |
|----|---|--|
| A. | Request for Committee Meeting Thursday March 24 <sup>th</sup> | Committee consensus to hold a meeting on March 24 <sup>th</sup> at 6:30 p.m. |
| B. | April County Facilities Meeting                               | No Action Taken  |

**XII Determination of Items to be placed on the County Board Consent Agenda**

Committee consensus to include items VI D ii; VII V, VIII A, B, C, D, E & F; and IX B on the March 24, 2005 County Board Consent Agenda.

\* Denotes County Board Agenda Item  
\* *Denotes County Board Consent Agenda Item*

**POLICY, PERSONNEL & APPOINTMENTS COMMITTEE**  
**Summary of Action taken at 3/9/05**

<u>ITEM</u>	<u>ACTION TAKEN</u>
II. <u>Approval of Agenda/Addendum</u>	Approved
III. <u>Approval of Minutes</u> February 9, 2005 / February 24, 2005	Approved
IV. <u>Public Participation</u>	None
V. <u>Monthly Reports</u>	
A. County Clerk Fees Report	Motion approved to receive and place on file.
B. MTD Monthly Minutes	Information only
VI. <u>County Board</u> Appointments / Re-Appointments	
A. Locust Grove Cemetery – term ending 6-30-2006	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of the appointment of Mark Lovingfoss to the Locust Grove Cemetery term ending 6-30-2006</i></b>
B. Stearns Cemetery Association - term ending 6-30-2009	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of the appointment of Charles Benseyl to the Stearns Cemetery Association term ending 6-30-2009</i></b>
C. Prairie View Cemetery Association term ending 6-30-2011	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of Larry Kienzler to the Prairie View Cemetery Association term ending 6-30-2011</i></b>
D. County Board Liaison Appointments	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of Scott Tapley as Project 18 Liaison, Claudia Gross as Lincoln Heritage RC/D and Jonathan Schroeder as Alternate Lincoln Heritage RC/D</i></b>
E. Fountain Head D. D. - term ending 8-31-2007	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of the Marc Shaw to the Fountain Head D.D. term ending 8-31-2005</i></b>
F. Ivesdale FPD – term ending 8-31-2005	<b><i>*RECOMMEND TO THE COUNTY BOARD approval of Denny Jayne to the Ivesdale FPD term ending 8-31-2005</i></b>
G. Spoon River Drainage District	(For information only)
VII. <u>Administrator's Report</u>	
A. Vacant Position Listings	(For Information only)
B. Resolution Amending Flexible Spending Account Plan	<b><i>RECOMMEND TO THE COUNTY BOARD approval of Resolution Amending Flexible Spending Account Plan pending review by Assistant State Attorney</i></b>

- |              |   |  |
|--------------|---|--|
| C.           | Job Content Evaluation Committee Report Regarding the Classification, Description and Salary Recommended for the newly created position of Deputy County Administrator – HR | <b>RECOMMEND TO THE COUNTY BOARD approval of the Job Content Evaluation Committee Report regarding the Classification, Description, and Salary of the newly created position of Deputy County Administrator – HR</b> |
| D.           | Ethics Training – April 26, 2005  | Discussion (No Action)   |
| E.           | Health Insurance Issues Update  | Discussion (No action)   |
| F.           | Presentation of County Web Site Agenda Access   | No action  |
| <br>         |   |  |
| <b>VIII.</b> | <b><u>Chair’s Report</u></b>  |  |
| A.           | Annual Listing of Appointments Expiring in the next 12 months   | Motion to receive and place on file Annual Listing of Appointments Expiring in the next 12 months  |
| B.           | Blue Ribbon Environmental Panel   | Motion to receive and place on file memo from the Blue Ribbon Panel  |
| C.           | Ordinance Establishing Purchasing Policy  | Motion to forward Revised Ordinance Amending Ordinance Establishing Purchasing Policy to County Facilities Committee   |
| <b>IX.</b>   | <b><u>Justice &amp; Social Service Inter-committee Request</u></b>  |  |
| A.           | Request Approval of the Classification, Description, and Salary Recommended for The Creation for the Part-time Deputy Administrator   | <b>RECOMMEND TO THE COUNTY BOARD approval of Request for the Classification, Description, and Salary Recommended for the Creation for the Part-Time Deputy Administrator</b>   |
| <b>X.</b>    | <b><u>Legislative Report</u></b>  | Discussion (No action)   |
| <b>XI</b>    | <b><u>Other Business</u></b>  | <b>RCCOMMEND TO THE COUNTY BOARD approval of an Ordinance Amending Ordinance No. 719 Champaign County Ethics Ordinance</b>   |
| A.           | Ethics Update   |  |
| <b>XII.</b>  | <b><u>Determination of Item for County Board Consent Agenda</u></b>   | Items VIA, B, C, D, E and VIIB will be on County Board Consent Agenda  |
| <b>XIII.</b> | <b>Adjournment</b>  | Approved   |

\*Denotes County Board Consent Agenda Item  
\*Denotes County Board Action Required



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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ADMINISTRATIVE SUPPORT  
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SALARY ADMINISTRATION

### MEMORANDUM

**TO:** Tom Betz, Chair and Members of the POLICY, PERSONNEL & APPOINTMENTS COMMITTEE

**FROM:** JOB CONTENT EVALUATION COMMITTEE and  
Deb Busey, County Administrator of Finance and HR Management

**DATE:** March 4, 2005

**RE:** RESPONSE TO REQUEST FOR EVALUATION OF DEPUTY COUNTY ADMINISTRATOR/HUMAN RESOURCE

Pursuant to your request of February 9, 2005, the Job Content Evaluation Committee has met and reviewed the position of Deputy County Administrator/Human Resource.

The Job Evaluation Committee reviewed the position analysis questionnaire and job description information for the proposed position. Based upon the information received, the Job Content Evaluation Committee recommends this position be classified in Grade Range J, with a minimum starting salary of \$20.98; mid-point of \$26.22; and maximum of \$31.46. The annual salary range for a new hire in a newly created position is from the minimum of \$40,911 to the mid-point of \$51,129, as defined by the County's Personnel Policy. The proposed job description is also provided with this recommendation for your information and review.

#### **RECOMMENDED ACTION:**

*The Policy, Personnel and Appointments Committee recommends approval of the creation of the position Deputy County Administrator/Human Resource, assigned to Salary Grade Range J, effective upon approval by the County Board.*

Thank you for your consideration of this information. If you have any questions or concerns, please feel free to contact me.

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB EVALUATION COMMITTEE REPORT

Parent Committee Requesting Evaluation:  
Date of Request:

Policy, Personnel & Appointments  
February 9, 2005

EVALUATION OF NEW POSITION

Department Requesting: Administrative Services/County Board  
Recommended Position Title: Deputy County Administrator/Human Resource  
Job Points 774  
FLSA Status: Exempt  
Recommended Salary Range: Grade Range J

	<u>Hourly</u>	<u>Annual</u>
Minimum:	\$20.98	\$40,911.00
Mid-Point:	\$26.22	\$51,129.00
Maximum:	\$31.46	\$61,347.00

Date of Job Evaluation Committee Recommendation:

March 4, 2005

## **Champaign County Job Description**

**Job Title:** Deputy County Administrator/Human Resources  
**Department:** Administrative Services  
**Reports To:** County Administrator of Finance and Human Resource Management  
**FLSA Status:** Exempt  
**Prepared Date:** March, 2005

**SUMMARY** This is a responsible management position that involves administering human resource policies, programs and practices; including planning, organizing, developing, training, implementing, coordinating, and directing. Duties include formatting policies and procedures for the County Administrator and recommending policies and practices to the Policy, Personnel, and Appointments Committee of the County Board.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Assists in the development and implementation of the policies and guidelines for the selection, employment, supervision, suspension, discharge, or removal of all personnel, positions, or employment under the jurisdiction of the Champaign County Board.

Assists RPC and Nursing Home Human Resources Staff and works with legal counsel to develop policies to ensure compliance in all departments under the jurisdiction of the County Board, and, upon request, other county departments or offices, with all applicable labor and employment laws.

Serves as EEO specialist for Champaign County.

Administers the Affirmative Action Program for Champaign County, as developed and as authorized by law.

Coordinates efforts to increase participation in public contracting with the county by all businesses, regardless of race, gender, religion, size, or sexual orientation.

Assists in the development of and administration of performance appraisal programs.

Recommends, facilitates, and/or provides training to the workforce.

Coordinates and monitors new hire orientation process for Champaign County departments under the jurisdiction of the County Board and, upon request, other offices.

Conducts exit interviews and analyzes data and makes recommendations to management for corrective action and continuous improvement for all personnel, positions, or employment under the jurisdiction of the Champaign County Board.

Maintains and coordinates employee recognition programs.

Designs personnel forms and directs the maintenance of personnel records for all departments under

the jurisdiction of the Champaign County Board.

Assists in the administration of classification programs, which includes classifying and reclassifying positions, and writing job descriptions.

Assists management in the investigating, answering, and settling of grievances.

Reviews documentation of disciplinary reports and termination reports for all departments under the jurisdiction of the Champaign County Board to ensure compliance with collective bargaining agreements, Champaign County Personnel Policy, State and Federal laws.

Represents the County Board in the negotiation of labor contracts.

Offers administrative support on labor and employment matters to those offices not under the jurisdiction of the County Board, upon request of the relevant department head or elected officer.

At the direction of the County Administrator of Finance and Human Resource Management, performs any delegated duties of a County Administrator (as stated in Champaign County Ordinance 718) or Personnel Director (as stated in the Personnel Policy and Nursing Home Personnel Policy) related to personnel matters.

Establishes, coordinates, and monitors safety programs.

Monitors workers' compensation claims.

**SUPERVISORY RESPONSIBILITIES** Provides direction and may periodically supervise 2-3 employees. Carries out supervisory responsibilities in accordance with the county's policies and applicable laws. Responsibilities may include interviewing and training employees; planning, assigning, and directing work; appraising performance; addressing complaints and resolving problems.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** A bachelor's degree in personnel management, public administration, or psychology and three (3) to five (5) years general experience in the HR field, or a Master's degree in Human Resource management or related Personnel/Human Resources field.

**LANGUAGE SKILLS** Ability to read, analyze, and interpret periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, public officials, and the general public.

**MATHEMATICAL SKILLS** Above average knowledge of mathematics required. Understanding and explaining the methodology of how salary administration expenses are established and projected for labor management is primary.

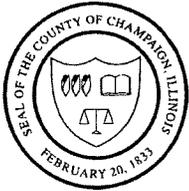
**REASONING ABILITY** Requires an understanding for the principles and practices of personnel

administration; ability to develop long-term plans and programs and evaluate work accomplishments; ability to apply and adapt practices and techniques to the special requirements of personnel management.

**CERTIFICATES, LICENSES, REGISTRATIONS** SHRM Certified Senior Professional (SPHR) preferred.

**PHYSICAL DEMANDS** While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste; or smell. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually quiet.



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### MEMORANDUM

**TO: Jan Anderson, Chair and Members of the  
JUSTICE and SOCIAL SERVICES COMMITTEE**

**FROM: JOB CONTENT EVALUATION COMMITTEE and  
Deb Busey, County Administrator of Finance and HR Management**

**DATE: March 4, 2005**

**RE: RESPONSE TO REQUEST FOR EVALUATION OF DEPUTY ADMINISTRATOR  
for ANIMAL CONTROL (VETERINARIAN)**

Pursuant to your request of February 7, 2005, the Job Content Evaluation Committee has met and reviewed the position of Deputy Administrator for Animal Control.

The Job Evaluation Committee reviewed the position analysis questionnaire and job description information for the proposed position. Ms. Joos also presented information regarding the evaluation. Based upon the information received, the Job Content Evaluation Committee recommends this position be classified in Grade Range I, with a market adjustment assignment for salary administration purposes to Grade Range J, with a job description as provided with this Memorandum. The recommended starting salary for Grade Range J is currently \$20.98/hour with a mid-point of \$26.22/hour. Based upon the Department of Labor, Bureau of Labor Statistics, the median hourly rate for a veterinarian in the State of Illinois is \$29.42/hour. This is the basis for the Job Content Evaluation Committee recommendation that this position receive a market adjustment for salary assignment, bumping it to the salary range immediately above its classified range. Similar market adjustments have been made for other professional positions within the County, including Engineers, Court Services management personnel, and IT positions.

#### **RECOMMENDED ACTION:**

*The Justice and Social Services Committee recommends to the Policy, Personnel and Appointments Committee approval of the creation of the Deputy Administrator of Animal Control position, assigned to Salary Grade Range J, effective upon approval of the creation of this position by the County Board.*

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB EVALUATION COMMITTEE REPORT

Parent Committee Requesting Evaluation:  
Date of Request:

Justice & Social Services  
February 7, 2005

EVALUATION OF NEW POSITION

Department Requesting: Animal Control  
Recommended Position Title: Deputy Administrator (Veterinarian)  
Job Points: 725  
FLSA Status: Exempt  
Recommended Salary Range: Grade Range J\*

	<u>Hourly</u>	<u>Annual - Based on Part-Time</u>
Minimum:	\$20.98	\$21,819.20
Mid-Point:	\$26.22	\$27,268.80
Maximum:	\$31.46	\$32,718.40

*The points for this position actually result in a classification in Grade Range I, however because of the market for a professional in this field, a market adjustment is recommended with the salary assignment recommendation to be in Grade Range J.*

Date of Job Evaluation Committee Recommendation:

March 3, 2005

## Champaign County Job Description

**Job Title:** Deputy Administrator  
**Department:** Animal Control  
**Reports To:** Animal Control Director  
**FLSA Status:** Exempt  
**Prepared Date:** March, 2005

**SUMMARY** Provides professional medical veterinarian services within the County's Animal Management program. The principal function of an employee in this class is to ensure the humane treatment of animals while ensuring public safety regarding animal management issues. The work is performed under the direct supervision of the Animal Control Director but extensive leeway is granted for the exercise of independent judgement and initiative.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Trains and coordinates the work of Animal Care personnel in the operation and maintenance of the County's Impoundment Facility.

Develops policies and procedures used in the care, security, prognosis and euthanasia of captured and unclaimed animals.

Sets guidelines for adoption procedures.

Examines all animals brought into the County's Impoundment Facility to check for disease, injuries or related conditions which may prove unsafe for the animal, Animal Control personnel or the public; provides medical treatment as necessary.

Performs spay and neuter surgeries for adoptable animals.

Performs low-cost spay and neuter surgeries for community animals.

Makes a routine health status examination on all animals in the facility.

Euthanizes animals deemed unadoptable or dangerous to population.

Reviews animal bite reports, prepares rabies samples and notifies victims.

Promotes the need for pet identification and control within the community.

Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.

Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.

Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas.

Responds to citizens' questions and comments in a courteous and timely manner.

Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Performs other directly related duties consistent with the role and function of the classification.

Orders and maintains control of restricted drugs.

**SUPERVISORY RESPONSIBILITIES** This job does not exercise supervisory responsibilities.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** Graduation from an accredited College or University with a Doctoral Degree of Veterinary Medicine and State Veterinary License.

**LANGUAGE SKILLS** Ability to read and comprehend simple and complex instructions, correspondence, and memos. Ability to provide detailed correspondence. Ability to effectively present information in one-on-one situations and in demonstrating good public relation skills.

**MATHEMATICAL SKILLS** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

**REASONING ABILITY** Ability to apply common sense understanding to carry out detailed written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

**CERTIFICATES, LICENSES, REGISTRATIONS** Valid Illinois Veterinary License and appropriate federal drug license(s) required.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and talk; or hear. The employee is occasionally required to sit; climb or balance; and stoop; kneel; crouch; or crawl. The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision and peripheral vision.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is regularly exposed to outside weather conditions; and is exposed to potentially volatile situations which can present risk of violence or injury. The noise level in the work environment is usually quiet to moderate.

**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 719 –  
CHAMPAIGN COUNTY ETHICS ORDINANCE**

**WHEREAS**, the Champaign County Board adopted Ordinance Number 719 on May 20, 2004, establishing the Champaign County Ethics Ordinance;

**WHEREAS**, the Champaign County Board has determined the need for an amendment to the Champaign County Ethics Ordinance:

**NOW, THEREFORE, BE IT ORDAINED** by the County Board of Champaign County, Illinois, that the Champaign County Ethics Ordinance be amended by incorporating additional language as follows, effective immediately:

**ARTICLE 14**

**ETHICS ADVISOR**

Section 14-1-The Champaign County Board determines the Deputy County Administrator of Human Resources shall be the Ethics Advisor for Champaign County

Section 14-2.- The Ethics Advisor shall have the following duties:

- (1) To provide guidance to the officers and employees of Champaign County concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws.
- (2) To conduct research in the field of governmental ethics and to assist with the development of educational programs as deemed necessary to affect the intent of this Ordinance.

- (3) To perform such other duties as may be delegated by the County Board as deemed necessary to affect the intent of this Ordinance.

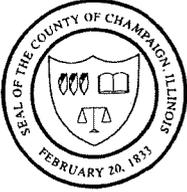
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Barbara Wysocki, Chair  
Champaign County Board

ATTEST:

---

Mark Shelden, County Clerk and  
Ex-Officio Clerk of the County Board



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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### MEMORANDUM

**TO:** Tom Betz, Chair and Members of the POLICY, PERSONNEL & APPOINTMENTS COMMITTEE

**FROM:** JOB CONTENT EVALUATION COMMITTEE and  
Deb Busey, County Administrator of Finance and HR Management

**DATE:** March 4, 2005

**RE:** RESPONSE TO REQUEST FOR EVALUATION OF DEPUTY COUNTY ADMINISTRATOR/HUMAN RESOURCE

Pursuant to your request of February 9, 2005, the Job Content Evaluation Committee has met and reviewed the position of Deputy County Administrator/Human Resource.

The Job Evaluation Committee reviewed the position analysis questionnaire and job description information for the proposed position. Based upon the information received, the Job Content Evaluation Committee recommends this position be classified in Grade Range J, with a minimum starting salary of \$20.98; mid-point of \$26.22; and maximum of \$31.46. The annual salary range for a new hire in a newly created position is from the minimum of \$40,911 to the mid-point of \$51,129, as defined by the County's Personnel Policy. The proposed job description is also provided with this recommendation for your information and review.

#### **RECOMMENDED ACTION:**

***The Policy, Personnel and Appointments Committee recommends approval of the creation of the position Deputy County Administrator/Human Resource, assigned to Salary Grade Range J, effective upon approval by the County Board.***

Thank you for your consideration of this information. If you have any questions or concerns, please feel free to contact me.

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB EVALUATION COMMITTEE REPORT

Parent Committee Requesting Evaluation:  
Date of Request:

Policy, Personnel & Appointments  
February 9, 2005

EVALUATION OF NEW POSITION

Department Requesting: Administrative Services/County Board  
Recommended Position Title: Deputy County Administrator/Human Resource  
Job Points 774  
FLSA Status: Exempt  
Recommended Salary Range: Grade Range J

	<u>Hourly</u>	<u>Annual</u>
Minimum:	\$20.98	\$40,911.00
Mid-Point:	\$26.22	\$51,129.00
Maximum:	\$31.46	\$61,347.00

Date of Job Evaluation Committee Recommendation:

March 4, 2005

## Champaign County Job Description

**Job Title:** Deputy County Administrator/Human Resources  
**Department:** Administrative Services  
**Reports To:** County Administrator of Finance and Human Resource Management  
**FLSA Status:** Exempt  
**Prepared Date:** March, 2005

**SUMMARY** This is a responsible management position that involves administering human resource policies, programs and practices; including planning, organizing, developing, training, implementing, coordinating, and directing. Duties include formatting policies and procedures for the County Administrator and recommending policies and practices to the Policy, Personnel, and Appointments Committee of the County Board.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Assists in the development and implementation of the policies and guidelines for the selection, employment, supervision, suspension, discharge, or removal of all personnel, positions, or employment under the jurisdiction of the Champaign County Board.

Assists RPC and Nursing Home Human Resources Staff and works with legal counsel to develop policies to ensure compliance in all departments under the jurisdiction of the County Board, and, upon request, other county departments or offices, with all applicable labor and employment laws.

Serves as EEO specialist for Champaign County.

Administers the Affirmative Action Program for Champaign County, as developed and as authorized by law.

Coordinates efforts to increase participation in public contracting with the county by all businesses, regardless of race, gender, religion, size, or sexual orientation.

Assists in the development of and administration of performance appraisal programs.

Recommends, facilitates, and/or provides training to the workforce.

Coordinates and monitors new hire orientation process for Champaign County departments under the jurisdiction of the County Board and, upon request, other offices.

Conducts exit interviews and analyzes data and makes recommendations to management for corrective action and continuous improvement for all personnel, positions, or employment under the jurisdiction of the Champaign County Board.

Maintains and coordinates employee recognition programs.

Designs personnel forms and directs the maintenance of personnel records for all departments under

the jurisdiction of the Champaign County Board.

Assists in the administration of classification programs, which includes classifying and reclassifying positions, and writing job descriptions.

Assists management in the investigating, answering, and settling of grievances.

Reviews documentation of disciplinary reports and termination reports for all departments under the jurisdiction of the Champaign County Board to ensure compliance with collective bargaining agreements, Champaign County Personnel Policy, State and Federal laws.

Represents the County Board in the negotiation of labor contracts.

Offers administrative support on labor and employment matters to those offices not under the jurisdiction of the County Board, upon request of the relevant department head or elected officer.

At the direction of the County Administrator of Finance and Human Resource Management, performs any delegated duties of a County Administrator (as stated in Champaign County Ordinance 718) or Personnel Director (as stated in the Personnel Policy and Nursing Home Personnel Policy) related to personnel matters.

Establishes, coordinates, and monitors safety programs.

Monitors workers' compensation claims.

**SUPERVISORY RESPONSIBILITIES** Provides direction and may periodically supervise 2-3 employees. Carries out supervisory responsibilities in accordance with the county's policies and applicable laws. Responsibilities may include interviewing and training employees; planning, assigning, and directing work; appraising performance; addressing complaints and resolving problems.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** A bachelor's degree in personnel management, public administration, or psychology and three (3) to five (5) years general experience in the HR field, or a Master's degree in Human Resource management or related Personnel/Human Resources field.

**LANGUAGE SKILLS** Ability to read, analyze, and interpret periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, public officials, and the general public.

**MATHEMATICAL SKILLS** Above average knowledge of mathematics required. Understanding and explaining the methodology of how salary administration expenses are established and projected for labor management is primary.

**REASONING ABILITY** Requires an understanding for the principles and practices of personnel

administration; ability to develop long-term plans and programs and evaluate work accomplishments; ability to apply and adapt practices and techniques to the special requirements of personnel management.

**CERTIFICATES, LICENSES, REGISTRATIONS** SHRM Certified Senior Professional (SPHR) preferred.

**PHYSICAL DEMANDS** While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste; or smell. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually quiet.

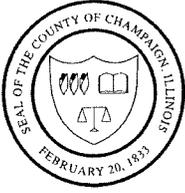
**Finance Committee**  
Summary of Action Taken at 3/10/05 Meeting

<u>ITEM</u>	<u>ACTION TAKEN</u>
1. <u>Call to Order</u>	Meeting called to order at 7:01 p.m.
2. <u>Approval of Agenda/Addendum</u>	Approved.
3. <u>Approval of Minutes</u>	Regular Session minutes of February 10, 2005 approved as presented.
4. <u>Public Participation</u>	None.
5. <u>Budget Amendments/Transfers</u>	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Budget Amendments #05-00027, #05-00029, #05-00030, #05-00031, #05-00032, #05-00033, #05-00034 and Budget Transfer #05-00012</i></b>
6. <u>County Administrator</u>	
a. Approval of Memorandum of Understanding for the AFSCME General Clerical Workers Unit, Local 900A	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Memorandum of Understanding for the AFSCME General Clerical Workers Unit, Local 900A.</i></b>
b. Public Safety Sales Tax Budget Plan	
1. Update regarding Integrated Justice Information Systems Technology Project	No action taken.
2. Update regarding Courthouse Exterior Renovation	No action taken.
c. GIS Fund Budget Plan	
1. Approval of 3.5% increase to GIS Consortium Dues for FY2006 from \$207,000 for the period from July 1, 2004 – June 30, 2005 to \$214,245 for the period from July 1, 2005 – June 30, 2006	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of 3.5% increase to GIS Consortium Dues for FY2006 from \$207,000 for the period from July 1, 2004 – June 30, 2005 to \$214,245 for the period from July 1, 2005 – June 30, 2006</i></b>
d. Solid Waste Fund Budget Report	
1. Approval of appropriation from Solid Waste Fund for County's Contribution to the Visioning Project	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL to appropriate \$30,000 from Solid Waste Fund for County's Contribution to the Visioning Project.</i></b>
e. General Corporate Fund FY2005 Revenue/Expenditure Projection Report	Received and placed on file.
f. General Corporate Fund Budget Change Report	Received and placed on file.

*\*Denotes Consent Agenda Item.*

7. **Treasurer**
- a. Monthly Report Received and placed on file.
- b. Resolution for Authorization for a Loan to the General Corporate Fund from the Public Safety Sales Tax Fund ***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution for Authorization for a Loan to the General Corporate Fund from the Public Safety Sales Tax Fund.***
- c. Resolution for Authorization for Loan to Social Security and IMRF from Working Cash Fund ***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution for Authorization for Loan to Social Security and IMRF from Working Cash Fund.***
- d. Job Evaluation Committee Report Regarding Evaluation of Senior Secretary Position Motion approved to recommend to Policy, Personnel, & Appointments Committee the approval of change in classification of Senior Secretary Position.
8. **Auditor**
- a. Purchases Not Following Purchasing Policy Provided for information.
- b. Monthly Report Received and placed on file.
9. **Sheriff**
- a. Memorandum of Understanding with FOP Law Enforcement Regarding Calculation of Seniority ***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Memorandum of Understanding with FOP Law Enforcement Regarding Calculation of Seniority.***
10. **State's Attorney**
- a. Approval of Upgrade of Legal Secretary to Administrative Legal Secretary ***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Upgrade of Legal Secretary to Administrative Legal Secretary.***
- b. Request for Approval of Additional Senior Assistant State's Attorney to provide legal counsel for the Nursing Home and Regional Planning Commission ***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Additional Senior Assistant State's Attorney to provide legal counsel for the Nursing Home and Regional Planning Commission.***
11. **Chair's Report** No action taken.
12. **Other Business** No action taken.
13. **Designation of Items to be Placed on County Board Consent Agenda** Items V A-H, VI A, VI C 1, VII B-C, and IX A will be placed on the County Board Consent Agenda.
14. **Adjournment** Meeting was adjourned at 9:01 p.m.

*\*Denotes Consent Agenda Item.*



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

### MEMORANDUM

**TO:** County Board Members

**FROM:** Deb Busey, County Administrator of Finance & HR Management

**DATE:** March 18, 2005

**RE:** REQUEST FOR ADDITIONAL ASSISTANT STATE'S ATTORNEY

An item for your consideration at the March 24<sup>th</sup> County Board Meeting is a request for an additional Senior Assistant State's Attorney position to provide legal counsel to the Nursing Home and Regional Planning Commission. I am writing to provide some additional background information and clarification with regard to this request.

At the current time, there are two Senior Assistant State's Attorneys assigned to the Civil Division of the State's Attorney's Office. Additionally, the Nursing Home frequently obtains outside legal counsel for issues relating to their operation because the State's Attorney's current staff cannot handle all of their requests for counsel. The Regional Planning Commission also currently has a contractual arrangement for outside legal counsel for their day-to-day operational needs, and an additional contract for legal counsel to handle any questions, negotiations, or representation required in labor-related matters.

In FY2004, the Nursing Home spent \$73,107.13 on outside legal counsel. Of the \$73,107.13 spent by the Nursing Home, a substantial portion was required to complete the Certificate of Need process, so that figure is inflated over what the typical annual appropriation might be. The average spent by the Nursing Home annually for outside legal counsel from 2001-2003 was \$30,417.64.

In FY2004, the Regional Planning Commission spent \$37,314.00 on outside legal counsel. The proposal for your consideration anticipates that the RPC and Nursing Home would each contribute 50% of the annual salary for an additional Senior Assistant State's Attorney. Based on the current salary range, the anticipated cost for each fund would be \$23,459. The additional attorney would have the time and flexibility to take on many of the specific demands and requests of these two agencies. Additionally, they would also have access to the Senior Assistant State's Attorney handling labor matters for the County.

We are further recommending that the fringe benefits for this additional position, and the additional costs associated with setting up an office and furnishings for this position be paid through the General Corporate Fund or appropriate fringe benefits accounts. This is based on the fact that we believe the new attorney will also handle a number of zoning enforcement issues for the Planning and Zoning Department, which should appropriately be considered a General Corporate Fund expenditure.

If the additional position is approved, the financial summary overview is as follows:

Salary -	\$46,917.00
<u>Fringes -</u>	<u>\$12,544.64</u>
<b>Total</b>	<b>\$59,461.64</b>

***Payment from Nursing Home - \$23,459 or 39% of total***  
***Payment from RPC - \$23,459 or 39% of total***  
***Payment from General Corporate/  
Fringe Benefits Funds - \$12,544.64 or 22% of total.***

Additionally, the General Corporate Fund will provide all equipment and operational expenses for the position through the Administrative Services budget.

If you have questions or concerns, please feel free to contact me. Thank you for your consideration of this request.

xc: Julia Rietz, State's Attorney  
John Dimit, Executive Director RPC  
Jeremy Maupin, Nursing Home Administrator

**Julia R. Rietz**  
State's Attorney  
email: [jrietz@co.champaign.il.us](mailto:jrietz@co.champaign.il.us)



Courthouse  
101 East Main Street  
P. O. Box 785  
Urbana, Illinois 61801  
Phone (217) 384-3733  
Fax (217) 384-3816

**Office of  
State's Attorney  
Champaign County, Illinois**

March 3, 2005

Deb Busey  
County Administrative Services Department  
1776 E. Washington  
Urbana, IL 61802

RE: Addition Third Civil Attorney

Dear Mrs. Busey,

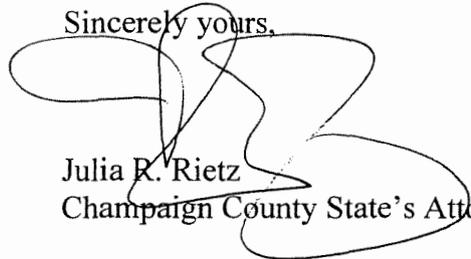
I am writing in support of the addition of a third Civil Attorney, to be funded from the Nursing Home and Regional Planning Commission. It is my understanding that, due to the increased need for legal advise and counsel for these departments, that the departments are interested in coming to a joint agreement on funding and sharing a full time civil attorney through the State's Attorneys Office. As State's Attorney, I am fully in support of such an agreement.

The Nursing Home and Regional Planning Commisson together are responsible for the majority of the county's employees. These departments must comply with complex legal issues as diverse as Medicare and Medicaid funding, health privacy regulations, collections, federal grant terms, and home loans. The future year promises to be a challenging one for these departments, with the comprehensive zoning review underway and the move to the new nursing home facility on the horizon. A third civil attorney on staff is necessary to allow us to provide in house counsel on these complex issues.

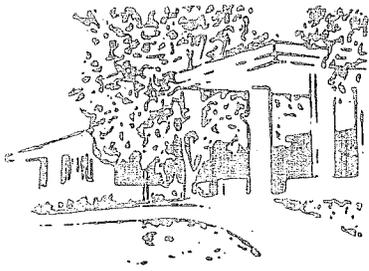
Of course, while this plan would reduce reliance on outside counsel, the State's Attorney's Office would continue to rely on outside counsel on occasion. For example, most tort matters, bond matters, workers compensation matters, and matters relating the nursing home's certificate of need, as well as several specific projects which have already begun under outside counsel, would remain assigned to outside counsel.

I look forward to moving forward on this proposal and coming to a mutually acceptable plan with the Nursing Home, Regional Planning Department, and your office. Feel free to contact me with any other information you may need.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Julia R. Rietz', written over the typed name.

Julia R. Rietz  
Champaign County State's Attorney



# Champaign County Nursing Home

1701 East Main  
Urbana, Illinois 61802-2836

Phone (217) 384-3784  
Fax (217) 337-0120

TO: Deb Busey

FROM: Jeremy Maupin, Administrator 

DATE: 3/12/05

RE: Legal Representation

We have had conversations over the last couple of years regarding the increased need for legal counsel or advice for departments like the nursing home. With an employment base of 250 employees or more coupled with the complex operational and regulatory concerns, we are interested in funding either a full or part-time attorney through the state's attorney's office. We would obviously have to come to an agreement on costs and time-sharing but I am confident that our operation can come up with a mutually accepted plan. I would love to explore the option with yourself and or the state's attorney at your earliest convenience. Thank you for being open to such a discussion.

CHAMPAIGN COUNTY  REGIONAL PLANNING COMMISSION

March 3, 2005

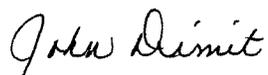
Deb Busey  
Administrative Services  
Brookens Administrative Center  
1776 E. Washington St.  
Urbana, IL 61801

Dear Deb:

Up until 1983, the County States Attorney provided all legal service for the Champaign County Regional Planning Commission. That year, the Commission began operating several economic development revolving loan funds. With the States Attorney's permission, the Commission retained specialized private legal counsel to assist us with that commercial lending program, insuring proper documentation and proper securitization of our loans. Then, in 1996, the States Attorneys office further required the Commission to obtain separate legal services that effectively eliminated nearly all legal service from the County office. This has led to extensive legal expenses for the Commission which we have hopes of curtailing.

To that end, the Commission is very interested in exploring alternative arrangements whereby the States Attorney's office is re-engaged in providing most of our legal needs. The commercial lending program still requires specialized areas of practice that would necessitate retention of private counsel. However, in the area of labor law, public corporate law, and review of our programmatic contracts, we would prefer to work collaboratively with the rest of County government. This would introduce major savings for the Commission, which in turn contains County costs related to the Commission, and more importantly, would introduce additional consistency in very critical areas such as collective bargaining approaches.

Very truly yours,



John Dimit

JD:pjl

**Highway & Transportation Committee**  
Summary of Action Taken at 3/11/05 Meeting

<u>AGENDA ITEM</u>	<u>ACTION TAKEN</u>
1. <u>Call to Order</u>	Meeting called to order at 9:02 a.m.
2. <u>Approval of Agenda/Addendum</u>	Approved.
3. <u>Approval of Minutes</u>	Regular Session minutes of February 11, 2005 approved as presented.
4. <u>Public Participation</u>	None.
5. <u>Monthly Reports</u>	
A. County & Township Motor Fuel Tax Claims – February, 2005	Received and placed on file.
B. Final Bridge Reports	Received and placed on file.
6. <u>County Engineer</u>	
A. Ordinance for the establishment of an altered speed zone on Robin Road in Mahomet Road District	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Ordinance for the establishment of an altered speed zone on Robin Road in Mahomet Road District.</i></b>
B. Resolution awarding of contract for Bituminous Materials for 2005 Township Maintenance	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution awarding of contract for Bituminous Materials for 2005 Township Maintenance.</i></b>
C. Highway Maintenance/Fleet Maintenance Facility	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Highway Maintenance/Fleet Maintenance Facility.</i></b>
D. Resolution appropriating \$583,469.46 from County Highway Funds for the improvements To Prospect Avenue from 500 feet south of Meijer Drive to Interstate Drive – Section #04-00346-01-PV	<b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution appropriating \$583,469.46 from County Highway Funds for the improvements To Prospect Avenue from 500 feet south of Meijer Drive to Interstate Drive – Section #04-00346-01-PV.</i></b>
E. Highway Funding Discussion	Discussion was held.
7. <u>Other Business</u>	Chair appointed Cowart, Jay, and Blue as the RFP Response Team to review the A&E firm for the Facility Project.  Committee consensus to hold a meeting on March 24 <sup>th</sup> at 6:15 p.m.
8. <u>Determination of Consent Agenda Items</u>	Items 6 A-B and 6 D will be placed on the County Board Consent Agenda.

*\*Denotes Consent Agenda Item.*

9. **Adjournment**

Meeting was adjourned at 10:45 a.m.

## Summary of Committee Action

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### **Champaign County Environment & Land Use Committee**

**Date:** March 14, 2005  
**Time:** 7:00 P.M.  
**Place:** Meeting Room 1  
Brookens Administrative Center  
1776 E. Washington St.  
Urbana, Illinois

#### **Members Present:**

Jan Anderson, Patricia Busboom, Chris Doenitz,  
Nancy Greenwalt (VC), Brendan McGinty, Steve  
Moser, Jon Schroeder

**Phone:** (217) 384-3708

Members Absent: Tony Fabri, Ralph Langenheim (C)

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### AGENDA

#### ●County Board Action Required *Old Business shown in Italics*

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- |    |  |                                 |
|----|--|---------------------------------|
| 1. | Call to Order  | 7:02 p.m.                       |
| 2. | Approval of Agenda   | Approved as amended             |
| 3. | Approval of Minutes (April 08, 2004 and May 03, 2004)  | Approved as submitted           |
| 4. | Public Participation   | Steve Willard addressed Item #7 |
| 5. | Correspondence   |                                 |
|    | A. Letter dated February 14, 2005 from Brian T. Schurter   | Accepted and Placed on file     |
|    | B. Letter dated February 28, 2005 from Brian T. Schurter   | Accepted and Placed on file     |
|    | C. Formal Objection from Mahomet Township regarding<br>Case 425-AT-03 and Case 428-AM-04   | Accepted and Placed on file     |
| 6. | County Board Chair's Report  | None                            |
| 7. | Request of Rock the Shed, Inc, a non-profit corporation and<br>Steve Willard, shareholder, to waive the required fee for a<br>Map Amendment and Special Use Permit to operate a Private<br>Indoor Recreational Development located in Section 36,<br>Newcomb Township. | Approved                        |
| 8. | Request of Bob and Rita Wingler, d.b.a. The Apple Dumplin'<br>to waive the required fee for a Zoning Use Permit for a sign,<br>located in Section 2 of Urbana Township.  | Approved                        |

Environment and Land Use Committee  
Summary of Action Report  
March 14, 2005  
Page 2

- |     |   |   |
|-----|---|---|
| 9.  | <b>● Consideration of an amendment to the Champaign County Liquor Ordinance No. 653, Ordinance Establishing the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor.</b>   | <b>Recommended Approval as amended</b>                            |
| 10. | <b>Case 475-AT-04: Zoning Administrator</b><br>Request: <b>Amend Section 9.1.5 through 9.1.10 and Section 9.3</b><br><b>A. Adjust parameters of minor and major variance classifications</b><br><b>B. Clarify the presiding authority for each variance classification</b><br><b>C. Restrict Hearing Officer duties</b><br><b>D. Remove option of appealing a hearing officer decision to the ZBA</b><br><b>E. Broaden requirements regarding maintenance of minutes and public records to include hearing officer</b><br><b>F. Make editorial changes to improve clarity</b> | <b>Initial report only. Action anticipated on April 11, 2005.</b> |
| 11. | <b>Planning and Zoning Report</b><br><b>A. Barking Dog enforcement</b><br><b>B. Enforcement list review</b>   | <b>Deferred to April 11, 2005<br/>Information Only</b>            |
| 12. | <b>Determination of Items to be placed on the County Board Consent Agenda</b>   | <b>Item #9</b>  |
| 13. | <b>Adjournment</b>  | <b>7:53 p.m.</b>  |



# **COUNTY BOARD CONSENT AGENDA**

*County of Champaign, Urbana, Illinois  
Thursday, March 31, 2005 - 7:00 p.m.*

*Meeting Room 1, Brookens Administrative Center  
1776 East Washington Street, Urbana*

Page Number

**A. JUSTICE & SOCIAL SERVICES**

1. Approval of the Intergovernmental Agreement between Illinois Department of Public Aid, the Champaign County Board, and the Champaign County Sheriff. P46-69
2. Approval of the renewal of the Violent Crime Victims Assistance Grant. P70-99
3. Approval of the award of bid #2005-005, Prime Food Vending Contract, To Waugh Foods, Peoria, Illinois. 1
4. Approval of the award of bid #2005-007, Oxygen Supplier Contract, to RCS Management Corporation. 2
5. Approval of the Ordinance for Exception to the County Purchasing Policy Policy Ordinance No 323. 3-4

**B. COUNTY FACILITIES**

1. Approval of the appointment of the County Administrators to the Champaign County Clock & Bell Tower Committee.
2. Approval of Invoice #0047678 from Simpson, Gumpertz & Heger, Inc. in the amount of \$14,928.29 for Professional Services provided through January 21, 2005 per agreement dated March 2003. Invoice is for Design Development Services. L84-88
3. Approval of Invoice #82903 from Farnsworth Group in the amount of \$2,707.00 for Professional Services beyond contract scope provided through January 21, 2005 per agreement dated March 2003. Pay Request is for Site Observation and Design Work for Plumbing & HVAC. L89
4. Approval of Invoice #82967 from Farnsworth Group in the amount of \$2,018.96 for Project Reimbursable expenses through January 21, 2005 per Agreement dated March 2003. L90-143
5. Approval of Invoice #83266 from Farnsworth Group in the amount of \$67,312.50 for Professional Services provided through February 18, 2005. Invoice is for Construction Administration. L144

County Facilities Cont.

- |    |  |          |
|----|--|----------|
| 6. | Approval of Pay Request #25 from PKD, Inc. in the amount of \$53,331 for Professional Services provided through February 20, 2005 per agreement dated February, 2003. (\$10,792 – Staff; \$6,751 – Construction Fee; \$3,033 – Reimbursables; \$32,755 – General Conditions) | L145-151 |
| 7. | Approval of the Duce Construction Request for Reduction in Retainage.  | L152     |
| 8. | Approval of the Contract between the County Board and Regional Planning Commission for Technical & Advisory Planning Services.   | L153-155 |
| 9. | Approval of the Proposed Mental Health Board Lease.  | L156-163 |

**C. POLICY, PERSONNEL, & APPOINTMENTS**

**1. Appointments/Reappointments**

- |    |   |     |
|----|---|-----|
| A. | Locust Grove Cemetery – term ending 6-30-2006 | B14 |
|----|---|-----|

\*Mark Lovingfoss

- |    |  |     |
|----|--|-----|
| B. | Stearns Cemetery Association – term ending 6-30-2009 | B15 |
|----|--|-----|

\*Charles Bensyl

- |    |   |     |
|----|---|-----|
| C. | Prairie View Cemetery Association – term ending 6-30-2011 | B16 |
|----|---|-----|

\*Larry Kienzler

- |    |                                   |  |
|----|-----------------------------------|--|
| D. | County Board Liaison Appointments |  |
|----|-----------------------------------|--|

\*Scott Tapley – Project 18

\*Claudia Gross – Lincoln Heritage RC/D

\*Jonathan Schroeder – Alternate Lincoln Heritage RC/D

- |    |  |     |
|----|--|-----|
| E. | Fountain Head D.D. – Term Ending 8-31-2007 | B17 |
|----|--|-----|

\*Marc Shaw

- |    |                                      |     |
|----|--------------------------------------|-----|
| F. | Ivesdale FPD – Term Ending 8-31-2005 | B18 |
|----|--------------------------------------|-----|

\*Denny Jayne

Policy Cont.

2. Approval of the Resolution Amending Flexible Spending Account Plan B22-30  
Pending review by Assistant State's Attorney.

**D. FINANCE**

1. **Resolution – Budget Amendments/Transfers**

- A. **Budget Amendment #05-00027** G15  
Fund/Dept: 619-026 Tax Sale Automation Fund – County Treasurer  
Increased Appropriations: \$15,000  
Increased Revenue: \$0  
This is an automation fund where any unspent money carries over in a fund balance. This amendment provides funding to purchase a new printer for tax bills and software to correct mailing addresses.
- B. **Budget Amendment #05-00029** G16  
Fund/Dept: 075-632 Regional Planning Commission – Campus Area  
Transportation Study  
Increased Appropriations: \$36,000  
Increased Revenue: \$0  
To accommodate expanded Campus Area Transportation Study contract expense requirements. Corresponding revenue received in prior fiscal year.
- C. **Budget Amendment #05-00030** G17  
Fund/Dept: 105-016 Capital Equipment Replacement Fund – Administrative Services  
Increased Appropriations: \$8,515  
Increased Revenue: \$0  
For replacement of 26 year old microfilm reader printer that will not have technical or service support after 3/31/05.
- D. **Budget Amendment #05-00031** G18-19  
Fund/Dept: 075-666 Regional Planning Commission – Family & Community Development – Even Years  
Increased Appropriations: \$12,750  
Increased Revenue: \$12,750  
To accommodate alternating fiscal years for the Family and Community Development Program.
- E. **Budget Amendment #05-00032** G20-21  
Fund/Dept: 075-667 Regional Planning Commission – Project 18/CCMHB – Even Years  
Increased Appropriations: \$7,600  
Increased Revenue: \$7,600  
To accommodate alternating fiscal years for the Project 18 Program.

Finance Cont.

- F. **Budget Amendment #05-00033** G22-23  
Fund/Dept: 075-668 Regional Planning Commission – Youth Housing  
Advocacy – Even Years  
Increased Appropriations: \$3,550  
Increased Revenue: \$3,550  
To accommodate alternating fiscal years for the Youth Housing Advocacy  
Program.
- G. **Budget Amendment #05-00034** G24-25  
Fund/Dept: 075-669 Regional Planning Commission – Workforce  
Development – Even Years  
Increased Appropriations: \$16,000  
Increased Revenue: \$16,000  
To Accommodate alternating fiscal years for the Workforce Development  
Program.
- H. **Budget Transfer #05-00012** G26  
Fund/Dept: 080-075 General Corporate – General County  
080-016 General Corporate – Administrative Services  
Total Amount of Transfer: \$6,963  
To provide necessary appropriations for the position upgrades  
Approved by County Board on January 20, 2005.
3. Approval of the Memorandum of Understanding for the AFSCME General  
Clerical Workers Unit, Local 900A. G27-29
4. Approval of 3.5% increase to GIS Consortium dues for FY2006 from  
\$207,000 for the period from July 1, 2004 – June 30, 2005 to \$214,245 for the  
Period from July 1, 2005 – June 30, 2006. G35-37
5. Approval of the Resolution for Authorization for a Loan to the General  
Corporate Fund from the Public Safety Sales Tax Fund. G40
6. Approval of the Resolution for Authorization for Loan to Social Security  
and IMRF from Working Cash Fund. G41
7. Approval of the Memorandum of Understanding with FOP Law  
Enforcement regarding Calculation of Seniority. G61-63
8. Approval of the upgrade of Legal Secretary to Administrative Legal Secretary. G64

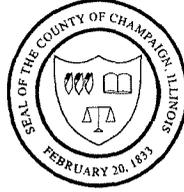
**E. HIGHWAY & TRANSPORTATION**

1. Approval of the Ordinance for the establishment of an altered Speed zone on Robin Road in Mahomet Road District. O10
2. Approval of the Resolution awarding of contract for Bituminous Materials for 2005 Township Maintenance. 5-6
3. Approval of the Resolution appropriating \$583,469.46 from County Highway Funds for the improvements to Prospect Avenue From 500 feet south of Meijer Drive to Interstate Drive – Section #04-00346-01-PV. 011

**F. ENVIRONEMENT & LAND USE**

- Approval of the Ordinance Amending the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County, Illinois. Y25-28

# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES



## BOARD ACTION WORKSHEET

3/7/2005

**BID #:** 2005 - 005

**TITLE:** CHAMPAIGN COUNTY NURSING HOME -  
Prime Food Vendor

**RECOMMENDATION:**

I recommend the award of contract to Waugh Foods, Incorporated of East Peoria, Illinois. This vendor is recommended as the most responsive & responsible bidder. This recommendation is made in concurrence with the Nursing Home Administrator.

  
Denny Inman  
County Administrator/Facilities and Procurement

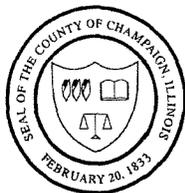
**REPORT:**

1. Bid were also received from Bunn Capitol Company (Springfield, Il), Fox River Foods (Aurora, Il), Hawkeye Foodservice Distribution (Iowa City, Ia), U.S. Foodservice (Indianapolis, In), and Waugh Foods, Incorporated.
2. Funds are available in the Nursing Home fiscal year 04/05 budget.
3. Vendors were rated on food item pricing, proposed menus, and supplied product samples. Vendor recommendation is based on the top rated firm in all categories.
4. Vendors attended a pre-bid conference and facility tour on Friday February 18<sup>th</sup>.

**COMMITTEE:** JUSTICE & SOCIAL SERVICES DATE: 3/7/2005  
**COMMENTS:** APPROVED/DISAPPROVED

**CHAMPAIGN COUNTY BOARD:** DATE: 3/24/2005  
**COMMENTS:** APPROVED/DISAPPROVED

# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES



## BOARD ACTION WORKSHEET

3/3/2005

**BID #:** 2005 - 007

**TITLE:** CHAMPAIGN COUNTY NURSING HOME -  
Oxygen and Respiratory Equipment/Supplies

**RECOMMENDATION:**

I recommend the award of contract for purchase of liquid oxygen and rental of respiratory equipment/ supplies to RCS Management Corporation of Carmel, Indian. This vendor is recommended as the most responsive & responsible bidder. This recommendation is made in concurrence with the Nursing Home Administrator.

  
Denny Inman  
County Administrator/Facilities and Procurement

**REPORT:**

1. Bid was also received from Midwest Medical Services, LLC of Charleston, Illinois
2. Funds are available in the Nursing Home fiscal year 04/05 budget.
3. Liquid oxygen is quoted on cost/pound. Equipment was quoted as a monthly rental fee. Both items are procured on an as needed basis. No minimums or maximum amounts are required with this contract.
4. Recommendation is based on a unit cost comparison.

**COMMITTEE:**  
**COMMENTS:**

**JUSTICE & SOCIAL SERVICES**  
**APPROVED/DISAPPROVED**

**DATE:** 3/7/2005

**CHAMPAIGN COUNTY BOARD:**  
**COMMENTS:**

**APPROVED/DISAPPROVED**

**DATE:** 3/24/2005

ORDINANCE NO. \_\_\_\_\_

ORDINANCE FOR EXCEPTION TO THE CHAMPAIGN COUNTY PURCHASING  
POLICY ORDINANCE NO. 323

WHEREAS, the Champaign County Board has heretofore adopted a County Purchasing Policy, Ordinance Number 323; and

WHEREAS, the Champaign County Purchasing Policy establishes requirements for bidding procedures for purchases in excess of \$10,000.00; and

WHEREAS, pursuant to 55 ILCS 5/5-1022, a county may purchase materials, equipment, or supplies with a cost less than \$20,000 without the requirement of a competitive bid; and

WHEREAS, the County Purchasing Policy also establishes purchases beyond the Champaign County Purchasing Policy guidelines, as established in Ordinance Number 323, may be approved for exception to the Purchasing Policy Ordinance by the Champaign County Board; and

WHEREAS, the Champaign County Coroner seeks to purchase a 2005 ¾ ton cargo van, and although not currently on state bid, has obtained a price for said cargo van from Green Chevrolet equal to the 2003 state contract bid price for a similar van, said purchase to be for a total of \$18,767.04; and

WHEREAS, the funds to be expended for the purchase and replacement of a ¾ ton cargo van for the Champaign County Coroner's Office is budgeted in the FY2005 Capital Equipment Replacement Fund Budget for the Coroner.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Champaign County Board, that an exception to the Champaign County Purchasing Policy Article V(D) is approved for the purchase of a ¾ ton cargo van for the Champaign County Coroner in the total amount of \$18,767.04, without requiring the purchase be subject to the County's competitive bid requirement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24<sup>th</sup> day of March, A.D.  
2005.

---

Barbara Wysocki, Chair  
Champaign County Board

ATTEST:

---

Mark Shelden, County Clerk and  
Ex-Officio Clerk of the County Board

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING OF CONTRACT  
FOR BITUMINOUS MATERIAL FOR  
2005 MAINTENANCE OF VARIOUS ROAD DISTRICTS  
IN CHAMPAIGN COUNTY

WHEREAS, on the attached sheet and as part of this resolution is the listing of low bids which were received at a Public Letting held on March 10, 2005 in Urbana, Illinois, for Bituminous Materials for the 2005 Maintenance of Various Road Districts In Champaign County, and

WHEREAS, the Highway and Transportation Committee recommends to the County Board that the attached low bid be awarded, and

WHEREAS, the County Board of Champaign concurs in the action recommended by the Committee, and

NOW, THEREFORE, BE IT RESOLVED, the County Board of Champaign County does hereby award the attached listed bid to **Emulsicoat, Inc - Urbana, Illinois**, subject to concurrence of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that the County Clerk be and he is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24<sup>th</sup> day of March A.D., 2005.

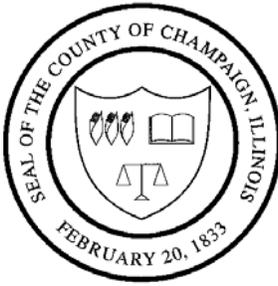
\_\_\_\_\_  
Barbara Wysocki, Chair,  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer

BITUMINOUS MATERIAL LETTING  
VARIOUS ROAD DISTRICTS  
2005 MFT MAINTENANCE  
MARCH 10, 2005

	<u>MATERIAL</u>	<u>VOLUME</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
ITEM I	HFE-90, 150, HFRS & CRS-2 Furnished FOB trucks at plant	1,539,400 Gal.	.775	\$ 1,193,035.00
ITEM II	CM-300 Furnished FOB trucks at plant	48,830 Gal.	1.18	\$ 57,619.40
ITEM III	MC-30 Furnished FOB trucks at plant	55,500 Gal.	1.35	\$ 74,925.00
ITEM IV	SC-3000 Furnished FOB trucks at plant	5,000 Gal.	1.12	\$ 5,600.00
ITEM V	SC-800 Furnished FOB trucks at plant	7,000 Gal.	1.12	\$ 7,840.00
				TOTAL AMOUNT AWARDED: <u>\$ 1,339,019.40</u>



# COUNTY BOARD ADDENDUM

County of Champaign, Urbana, Illinois

Thursday, March 31, 2005 – 7:00 p.m.

---

Meeting Room 1, Brookens Administrative Center  
1776 East Washington Street, Urbana

## PAGE NO.

### XI COMMITTEE REPORTS:

#### D. FINANCE COMMITTEE

- |    |  |       |
|----|--|-------|
| 5. | Approval of Contract of Human Resource Software Management System and Services with Kronos, Incorporated.                |       |
|    | A. Professional Services Estimate Document   | 4-25  |
|    | B. Master Lease Agreement  | 26-54 |
| 6. | Approval of Source Code Escrow Agreement with DSI Technology Escrow Services for escrow of source code from Kronos, Inc. | 55-69 |

### XII OTHER BUSINESS

- |    |  |       |
|----|--|-------|
| B. | Recommendation to Direct Nursing Home Administrator and County Administrators to Work with Legal Counsel to Alter the Current Certificate of Need for the Champaign County Nursing Home. | 70-71 |
|----|--|-------|

\*Roll Call

\*\*Roll Call and 18 votes

\*\*\*Roll call and 21 votes

*County Board members and guests are encouraged to park in the north parking lot, off Lierman Avenue, and enter the Brookens facility through the north door. The Brookens Administrative Center is an accessible facility. For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.*

Telephone: (217) 384-3776

FAX: (217)384-3896

Champaign County TDD: (217) 384-3864

County Home Page: [www.co.champaign.il.us](http://www.co.champaign.il.us)

County E-Mail Address: CountyBoard@.co.champaign.il.us



**ESTIMATED WORKFORCE CENTRAL PROPOSAL**  
**Prepared For**  
**Champaign County**  
**Pricing Valid Until March 30, 2005 @ 12:00pm**

<b>Description</b>	
Software	\$53,891.50
Hardware	\$6,780.00
Services	\$171,140.00
Expenses (est)	\$7,500.00
<b>Total</b>	<b>\$239,311.50</b>



**ESTIMATED WORKFORCE CENTRAL (WEB) PROPOSAL**

**Prepared For**

**Champaign County**

**Pricing Valid Until March 30, 2005 @ 12:00pm**

<b>Department</b>	<b>Time and Labor Price</b>	<b>HR/Payroll Price</b>	<b>Attendance Price</b>	<b>Total Price</b>
Nursing Home	\$23,845.97	\$44,288.58	\$9,370.00	\$77,504.55
RPC	\$3,270.99	\$26,471.34	\$0.00	\$29,742.33
Sheriff	\$16,086.80	\$27,489.47	\$0.00	\$43,576.27
General	\$26,518.48	\$54,469.87	\$0.00	\$80,988.35
Est. Expenses				\$7,500.00
<b>Total</b>	<b>\$69,722.24</b>	<b>\$152,719.26</b>	<b>\$9,370.00</b>	<b>\$239,311.50</b>

N



**ESTIMATED WORKFORCE CENTRAL PROPOSAL**

Prepared For

Champaign County

Pricing Valid Until March 30, 2005 @ 12:00pm

Qty	Product/Service	Unit Price	Extended Price	
<i>Hardware</i>				
4	4500 Series Terminal	\$1,695.00	\$6,780.00	DX

**Sub-Total Hardware:** \$6,780.00

*Workforce HR Software*

			Price	
1	Workforce HR Software -900 ee		\$8,276.00	S
1	Workforce Payroll Software - 900 ee		\$8,276.00	S
1	Workforce HR/Payroll Employee - 900 ee		\$4,527.25	S
1	Workforce HR/Payroll Manager - 100 mgr		\$4,025.00	S
1	HR/Payroll Admin - 10 Admin		\$1,150.00	S

*Timekeeper Software*

1	Workforce TK V5.0 - 900 ee		\$7,762.50	S
1	Managers - 100 ee		\$7,475.00	S
1	Workforce Employee - 900 ee		\$3,027.25	S
1	Workforce Accruals - 900 ee		\$3,622.50	S
1	Workforce Attendance - 300 ee		\$3,450.00	S
1	Workforce Connect		\$2,300.00	S

**Sub-Total Software:** \$53,891.50

*Workforce Training & Professional Services*

		Unit Price	Professional Service Price
124	Timekeeper Professional Services	\$170.00	\$21,080.00
1	Workforce Timekeeper Training	\$12,000.00	\$12,000.00
577	Workforce HR Professional Services	\$170.00	\$98,090.00
1	Workforce HR Training	\$21,000.00	\$21,000.00
18	Technology Consulting	\$225.00	\$4,050.00
1	IT Training	\$9,000.00	\$9,000.00
26	Attendance Professional Services	\$170.00	\$4,420.00
1	Attendance Training	\$1,500.00	\$1,500.00

Travel time and expenses will be billed separately

**Sub-Total Professional Services:** \$171,140.00

**HIGH PRODUCTS AND SERVICES** \$231,811.50

**Estimated Expenses** \$7,500.00

**Total Kronos** \$239,311.50

NOTES:

"DX" Depot Exchange Maintenance for Hardware & "S" Silver Maintenance Software.

Pricing provided for budgetary purposes and is subject to change without notice.

Travel and Per Diem expenses (if necessary) are not included and will be billed separately

FOB Shipping point

The pricing information is an initial estimate only based on preliminary information and

is subject to change once the County's requirements are more fully detailed.

PAYMENT TERMS:

Net 60 Days

<b>LEASING OPTIONS: (Pending Credit Approval with Kronos Leasing)</b>	<b>Monthly Payment</b>
24 Month \$1 Buyout	\$10,056.38



**KRONOS®**

Improving the Performance of People and Business™

## Professional Services Estimate

Prepared For Champaign County Administrative Services

For the Implementation of

**Workforce HR, Workforce Payroll and Workforce Timekeeper V5**

This Professional Services Estimate was created on February 14, 2005.  
It is valid for Champaign County Administrative Services signature until May 15, 2005.



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**Professional Services Estimate**  
**Prepared for Champaign County**  
**Administrative Services**



**1. PROJECT OVERVIEW:**

The purpose of this Professional Services Estimate is to estimate the services required for the Implementation of Kronos Version 5.0 products purchased by Champaign County Administrative Services (hereinafter referred to as "Customer"). This estimate is based upon the implementation assumptions listed below. The assumptions will be confirmed during the Assess phase of the project. Any change to the assumptions or discovery of increased complexity will be considered a change of scope. The majority of the professional services will be provided by remote means (not at the County's site).

**1.A. Project Definition:**

**The purpose of this Professional Services Work Order is to define the services, training and other implementation-related items (Kronos Professional Services) that Kronos and Champaign County (hereinafter referred to as "Customer") have estimated and agreed are required to be purchased by Customer from Kronos for the following:**

1. Implementation of Workforce HR Implementation
2. Implementation of Workforce Timekeeper
3. Implementation of Workforce Payroll
4. Implementation of Workforce Connect (interfaces)
5. Implementation of Workforce Accruals
6. Implementation of basic Workforce Process Manager – (Workflow) Time Off Request for the workstation
7. Implementation of basic Workforce Open Enrollment
8. Implementation of Workforce Attendance
9. Implementation of basic Workforce Self-Service

**Kronos Professional Services were not purchased for the following:**

1. Implementation of Workforce Job and Organizational Maps
2. Implementation of Workforce Scheduler (software license not purchased by customer)
3. Implementation of Kronos 4500 Terminals
4. Implementation of Workforce Tax Service - includes Year End Services/W2s (3<sup>rd</sup> party service not purchased by customer)
5. Implementation of Historical Data Conversion
6. Implementation of Workforce Leave (software license not purchased by customer)

**Kronos Training is not included in the Professional Services Estimate. The Kronos training purchased by the customer is listed in the lease schedule.**



**Professional Services Estimate  
Prepared for Champaign County  
Administrative Services**



**1.B. Implementation Assumptions**

The Kronos implementation goals surround a methodology based on the fundamentals of extraordinary service – setting, meeting and exceeding customer expectations. The following project assumptions begin to build the implementation framework and responsibilities for the combined Kronos/customer team.

In order for Kronos to provide a reasonable estimate, certain project assumptions must be made. If the assumptions change, as outlined below, it will be considered a change to the scope of the project requiring additional implementation services, which will increase the original estimate. Changes or modifications to the Professional Services Estimate (PSE) will be managed through a formal Change Control Process. All approved changes will become attachments to the original approved PSE, which will then form the new baseline upon which future changes will be measured. The project assumptions are:

1. The Professional Services Estimate is for Kronos to implement the Kronos Version 5.0 products defined above for the following departments for Champaign County:

Administrative Services	Mental Health Board
Animal Control	Nursing Home (current Kronos user)
Auditor	Planning & Zoning (current Kronos user)
Board of Review	Probation & Court Services
Children’s Advocacy Center	Juvenile Detention
Circuit Clerk	Public Defender
Circuit Court	Recorder of Deeds
Coroner	Regional Office of Education
County Board	Regional Planning Commission
County Clerk	Sheriff’s Office & Corrections
Employees Credit Union	State’s Attorney
Emergency Services & Disaster Agency	State’s Attorney Support Enforcement Division
Highway	

2. The configuration of the pay policies will be developed based on the thirteen (13) union contracts representing the departments defined above. The Professional Services Estimate assumes after review of seven (7) union contracts that Kronos will configure 40 Work Rules/Pay Rules for the defined departments. The Professional Services Estimate assumes that Kronos will assess all the departments at the same time during the assessment phase of the project determining the amount of Work Rules/Pay Rules to configure for Champaign County. If additional Work Rules/Pay Rules are identified it will be considered a change to the scope of the project and will require additional implementation services.

**Work Rules**

Work rules, which are combinations of work rule building blocks, apply specific payroll rules to shifts. These rules determine how employee hours accrue. Work rules contain basic time and labor rules such as:

- How to interpret rounding
- Which exceptions to flag
- How breaks and meals are applied in a shift
- Whether or not automatic meals are deducted from a worked shift
- When overtime is earned
- How pay codes are associated with hour types.



## Professional Services Estimate

Prepared for Champaign County  
Administrative Services



### Pay Rules

A set of rules used to calculate hours worked by employees. A pay rule contains general payroll rules such as type of pay period (for example, weekly). A complete pay rule controls such items as the pay period length, the day divide, when punches link to schedules, when Timekeeper terminals accept and reject punches, which holidays give holiday credits, and the order that hour types are processed. The Kronos system uses pay rules to define how employees are paid. One pay rule is defined for each group that has a unique pay policy. A pay rule is assigned to each employee when that employee is added to the Kronos system.

3. Estimated go-live dates can be established after the assessment phase of the project is completed, and then go-live dates are dependent on the progress made by the County during the remaining phases of the project.
4. Customer assumes responsibility for the following tasks for the input devices (clocks), providing a power source, Ethernet connectivity, assigning IP address, mounting the clock and configuring function keys for the input devices. Kronos is responsible for the setup and configuration of the DCM communication software.
5. The implementation of Process Manager includes one (1) template – Time Off Request for the workstation. Modifications beyond the basic service offering or the customization of the Process Manager Template are considered out of scope and will require additional professional services.
6. Kronos will install/configure and test two (2) Workforce attendance policies for the customer. The implementation of Workforce Attendance does not include a one-time data history import. If additional attendance policies or history import are identified it will be considered a change to the scope and will require additional professional services.
7. Retro Pay functionality processes one employee at a time.
8. This professional services estimate does not include services for any software customizations or custom utilities.
9. HRMS Data Conversion will consist of CURRENT data only. A current record is defined as: Active Employees and Employees that were terminated in the calendar year in which the client is going live. Included in scope:
  - a. Current records for all active and terminated records for employees in current calendar year in which client will go live on payroll. Kronos will convert 2000 active and terminated employees for Champaign County. The 2000 records is not considered historical data as long as Kronos does not have to map any position, pay status or pay grades and that all employees will be converted using the last employee data information.
  - b. The current data that will be converted into the Workforce HR database as part of the estimate is:
    - i. Organization information
    - ii. Pay Grade code information
    - iii. Job code information
    - iv. Position code information
    - v. Employee information
    - vi. Employment status information
    - vii. Pay status information
  - c. The current data that will be converted into the Workforce Payroll database as part of the estimate is:
    - i. Employee setup
    - ii. Employee federal tax
    - iii. Employee state tax
    - iv. Employee local tax
    - v. Employee compensation
    - vi. Employee deductions
  - d. Loading of accumulators for all current and terminated employees in current calendar year in which client will go live on payroll in order to produce one W-2 at the end of the calendar year. The accumulator conversion will represent one check, per employee, with the total accumulator amount per employee (instead of individual check detail per employee). Note: For FLS tax-filing customers, we do in fact load the accumulator data by quarter (one employee check = one quarter).
  - e. We have not included estimates for conversion of historical data. The scope of this agreement does not include conversion and import of historical data from the Human Resources, Payroll, or Attendance systems. Because of the complexity of historical data (position, pay status, and pay grade) and the effort required to “map” it to the Workforce HR database, implementation time and effort may vary. If Champaign County requests the conversation of historical data a separate detailed analysis will be required to estimate time requirements for both the Kronos and



**Professional Services Estimate**  
**Prepared for Champaign County**  
**Administrative Services**



Champaign County Administrative Service's project teams, which will take into consideration the amount of data to be converted, and the reliability of its source.

10. Customer will load the "goal amount" balance for each applicable employee as of the go-live year using the Kronos Payroll System.
11. Data Conversion is a collaborative effort requiring data extraction (cleansing of legacy HR data) by the Customer. The Customer will be provided Kronos Launch tools where they will map the data (with Kronos guidance) into appropriate Launch spreadsheet fields. Kronos will use the Launch tool to import the data into Workforce HRMS database. The Customer will be responsible for verifying data integrity. The Customer is committed to a 2-day turnaround to correct data issues when errors are detected by the Kronos Launch tool. Where the data conversion can increase the project budget is when errors are found during the Launch process, and the Launch process must be repeated. Errors can be avoided if the Customer understands the Launch spreadsheets' purpose, format and fields; and accurately populates the fields. If more than two passes are need for any one Launch spreadsheet, it will be considered a change in the scope. The Customer's project team resources representing the defined departments for Champaign County will be responsible for populating the launch spreadsheets. Kronos will not launch each department individually.
12. Payroll Parallel Support - Includes consulting assistance through two (2) payroll parallels. The Kronos Consultant will assist the customer on-site during the first parallel test. The second parallel will be conducted remotely. Additional Parallel support is considered a change in scope. At the end of the 2nd parallel test, the Customer will be trained on how to run the parallel independent of Kronos (3rd/4th parallel, as required). Customer needs to be able to commit payroll resources to take responsibility over the parallels after Kronos has assisted through the 1st and 2nd tests. In cases where a customer is using a legacy in-house developed or heavily customized payroll system, additional parallels should be expected and will change the scope of the professional service estimate.
13. Customer will take responsibility for creating a report from their *incumbent* payroll system to be used with the automated KRONOS Payroll Balancing Tool. The tool requires a simple format of name, social security number, total gross, total deductions, total taxes and total net for a specific pay period, in an Excel format. This streamlines the need to balance employee by employee by automating the process.
14. Payroll Go-Live – Kronos recommends that the customer's first production payroll will be at the beginning of a calendar quarter. The Customer has requested a go-live on the customer's fiscal quarter in December. Kronos has estimated additional professional services to launch accumulators and for the setup of the step wage rate increase to support the requested go-live. Although multiple locations or departments may be involved in the payroll implementation, it is assumed that all locations and or departments will go-live at once. Otherwise, any other go-live plan will be considered a change in the scope of this project.
15. Kronos will provide Workforce Timekeeper Go-Live rollout support for two (2) departments and the customer is responsible for the rollout support for all remaining departments.
16. The amount of production support provided by Kronos will be based on the budget established. Our experience is that this is typically adequate for most customers. Please refer to the Services Purchased matrix listed above for the estimate. Support required beyond the estimate will require a change order.
17. The Professional Services Work Order does not include hours to implement the following modules/features:
  - a. Automatic Bank Check Reconciliation
18. Custom Reports - The system comes with a multitude of standard reports. The reports were included in the RFP resource from Kronos. Any reports that the customer requires beyond the standard reports are the responsibility of the customer to develop. If the customer desires Kronos to conduct custom report development, Kronos will assess the customer's report requirements and provide the customer with a quote for professional services and a change order for signature before development commences.
19. Standard Check Format - The system comes with standard check formats. Kronos encourages the customer to use a standard check format. A request by the customer to change a standard check format or to develop a custom check format is considered a change to the scope of the project requiring additional implementation services.
20. One (1) Direct Deposit file to a United States Bank is included in the Payroll implementation; Direct Deposit files to Foreign Banks are not included in the scope
21. The number of benefits plans to be setup is listed in this PSE. A detail discovery for the exact number of benefit plans and their complexity is performed during Collaborative Solutions Workshop. If uncovered during discovery that the number of benefits plans increase and/or any benefits plans are complex in nature (requiring extensive table setup) such as life insurance, STD, LTD plans, etc., it will be considered a change in scope.



**Professional Services Estimate**  
**Prepared for Champaign County**  
**Administrative Services**



22. The Employee/Manager self-service basis implementation consist of a demo of the base self service system in order to gather Customer's requirements, set up of the following parameters (company name, company directory settings, time-off plan setup, employee welcome and reminder pages, employee/manager notes and one organization profile), setup of the production system, and testing support. 14 professional service hours have allocated to implementing self-service.
23. Employee/Manager self-service basic implementation does not include the following items, which would be considered out of scope, and would require additional services for Kronos to implement:
  - a. Adding icons (linking to forms, internet addresses, etc)
  - b. Adding .asp pages to ESS (depending on the organization of the forms, etc., can cause the need for it's own .asp page)
  - c. Removing/adding/changing information to active server pages
  - d. Connect links necessary to move time off information to and from HR/WTK
  - e. Removal of functionality (i.e. 'turning off' the ability for employee's to change information)
  - f. Linking active server pages to customers web site for applicant management functionality
  - g. Customized applicant management functionality
  - h. Additional functionality (i.e. workflow processes)
  - i. A phased approach that comes with customizations, the need for setup on a test environment and again on the live
24. Open Enrollment basic implementation consist of a demo of the base Open Enrollment system in order to gather client's requirements, configuration of the test and productions system, testing support, and go live support. 72 professional service hours have allocated to implementing open enrollment.
25. Open Enrollment basic implementation does not include the following items, which would be considered out of scope, and would require additional services for Kronos to implement:
  - a. Adding icons (linking to forms, internet addresses, etc) to OE pages
  - b. Adding .asp pages to OE (depending on the organization of the forms, etc., can cause the need for it's own .asp page)
  - c. Removing/adding/changing information to active server pages outside of the basic text that already exists
  - d. Connect links necessary to move data from our system to non-Kronos (i.e. benefit administrator)
  - e. Removal of functionality
  - f. Modifications to benefit plan setup
  - g. Additional functionality (i.e. workflow processes)
26. This estimate does not include interfaces to any non-Kronos systems unless called out in this PSE.
27. A G/L export comes standard with Kronos Payroll. This is the method in which the Customer will move G/L transactions from Kronos Payroll. If this tool and the data content do not satisfy the Customer's requirements, then other options can be explored but will be considered outside the scope of this project.
28. An integration point between Kronos Timekeeper and Kronos Payroll is included. Kronos provides a standard formatted interface to pass payroll hours (not dollars) from Kronos Timekeeper pay codes to Kronos Payroll earning codes as part of the implementation. If the customer requires more information or complex information then the standard integration point provides, it will be considered a change in scope. Things that will add to the complexity/scope is not having a one-to-one relationship of pay codes to earnings codes, calculations (i.e. percentages, wages manipulations, etc.), table lookups, labor level transfers and passing premium hours. The Kronos Project Manager will advise the Customer of the standard functionality.
29. The Customer agrees that the estimate for interfaces defined in the PSE is based on Kronos' understanding of the interface requirements prior to actual design; therefore a discovery/assessment must be performed during the Collaborative Solution Workshop (CSW) and a Functional Specification Document delivered before a final estimate is presented to the customer. Before Kronos will proceed with configuration and testing, the customer is required to sign-off on the Functional Specification Document and change order (if applicable).
30. The Professional Services Estimate for the interface from Kronos to iSeries Payroll assumes that Kronos can use the Customer's existing Workforce Timekeeper interface as a base and modify it to include all pay codes for the defined departments. Kronos will assess and provide the customer the final estimate of effort.
31. For passing data to some benefit providers, Kronos generally finds that our standard reports library, and the ability to export to excel for email purposes is usually sufficient. The estimate is based on using this method. Of course, this is all contingent on the requirements of the Customer's benefit provider's specifications. During the course of the CSW, Kronos will advise Customer of all electronic data transmission options that may satisfy the Customer's needs. Kronos will advise the Customer of any change in the original estimate based on the results of the CSW.



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32. When Kronos provides data via an interface to a non-Kronos system(s), Kronos will provide a file industry file format and it is the responsibility of the Customer or 3<sup>rd</sup> party to import the data and update the appropriate database.
33. If Kronos Technical Consulting services were purchased, the Technical Consultant will install Kronos applications, walk the Customer through the Kronos installation and settings and deliver an Install Report. The customer is responsible for setting-up the environment as recommended by Kronos, implementing a backup procedure and installing SQL Server and creating the database(s).
34. **Customer assigns a County Administrator as the EXECUTIVE SPONSOR.** The Executive Sponsor is responsible for implementation of the necessary CHANGE MANAGEMENT for the Champaign County to accept using an automated time keeping HR/Payroll system and for ensuring the PROJECT TEAM is accepting their responsibilities and executing their tasks according to the Project Plan. The ineffectiveness of Change Management and/or Project Team leads to extending the project timeline and/or scope, which will require additional budget to complete the project.
35. Customer understands that turnover on the customer's project team or restructuring of the customer's organization or changes in union contracts will have a negative effect on the project's success and budget.
36. Customer understands developing standard pay and HR policies are excluded from the scope of the implementation of Kronos software and are the responsibility of the Customer's organization.
37. Customer's information technology department or outsourcer adheres to the project timeline and responsibilities and is obtains the proper Kronos training to support the application properly.
38. Customer provides appropriate access to the server and other technology to perform the implementation. The customer will setup a TEST and PRODUCTION environment.
39. Customer's hardware/technology environment is purchased and prepared before the Kronos implementation starts
40. Customer documents and disseminates business procedures to support the Kronos system.
41. Customer communicates the procedure & policy changes inherent when implementing a new business system.
42. Customer will provide Kronos personnel remote access to the Customer's PCs, servers, and network via Kronos' standard remote access applications (DTS, GoToMyPC, PCAnywhere) as approved by County HR Administrator and IT Administration.
43. Kronos resources are assigned to multiple customer projects and are not available for on-demand questions. Kronos resources will be prescheduled for the County and during the prescheduled times, the County will have access to their Kronos resources.



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**General Assumptions**

Interfaces to non-Kronos systems are not included unless specified in this Professional Services Estimate.  
 Custom Reports are not included unless specified in this Professional Services Estimate.

**Assumptions for Time & Labor Products**

Number of Employees to be managed by the Time & Labor product	501-1500
Number of sites	1-10
Number of unions	6+
Number of shift differentials	7+
Number of pay periods	1
Number of overtime rules	7+
The approximate number of Work/Pay Rules that the customer will require is	25
The intended database for the Workforce Timekeeper system is	SQL Server
Will AIX or Unix be used as the Operating System for Workforce Central servers?	No

**1.C. Additional Time and Labor Modules to be Implemented**

**Quantity**

Install Additional Web Server	1
Install Communications Server	1
Process Manager - Time Off Request	1
Workforce Employee	1
Workforce Connect, Simple Interface	1
Touch ID Software	1
Workforce Complex Accruals	1
Workforce Attendance	1

**1.D. Hardware**

**Quantity**

**Installed by Kronos**

4500 Series Terminal with TouchID	4	No
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**Assumptions for Workforce HR**

Number of records for Employees will be migrated to the Kronos Workforce HR/Payroll Database	751-2000
Number of locations in which customer operates	9
Percent of Employees who have multiple positions	10%
Customer does/does not have unions	DOES
The Customer's is/is not in the Hospital, Hospitality, Government, or Education vertical	IS
The Customer's HR operations are/are not centralized	ARE NOT
Number of sources from which HR information will be migrated is	1

**Assumptions for Workforce Payroll**

Payroll operations are/are not centralized	ARE
Number of sources from which Payroll information will be migrated is	1
Number of Federal Employer Identification Numbers (FEINs) the Customer has is	1
Number of taxing jurisdictions (State and local) in which the Customer pay employees is	1
Customer's current Payroll operations are/are not centralized	INTERNAL
Number of Weekly Pay Periods	0
Number of Bi-Weekly Pay Periods	1
Number of Semi-Monthly Pay Periods	0
Number of Monthly Pay Periods	0
Garnishments or tax levies are/are not processed for Employees	ARE
The Customer does/does not have any unique or complex requirements for special earnings or deductions.	DOES NOT



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The anticipated "go-live" date for Kronos Workforce Payroll is (A change to the "go-live" date for Kronos Workforce Payroll will be considered a change in scope. Although multiple locations may be involved in the payroll implementation, it is assumed that all locations will go live at once. Alternative go-live dates will be considered a change in scope.)

Start Of Calendar Q1

Number of Direct Deposit files to a United States Bank 1

**1.E. Additional HR / Payroll Modules to be Implemented**

**Quantity**

Workforce Employee & Manager	1
Workforce Open Enrollment/Life Events	1
Workforce Connect, Advanced Interface	1
Attendance Plans	1
Health Plans	10
Insurance Plans	4
Savings Plans	2
Other Plans Types	13

**1.F. Engagement Estimate By Product:**

The table below is an estimated projection of time and fees by product. Times will be further refined during the Plan and Assess project phases.

	<b>Additional Services Requested</b>	<b>Total Estimated Professional Services Hours</b>	<b>Total Estimated Professional Services Dollars</b>	<b>Education Services</b>	<b>Total Estimated Investment</b>
Workforce Timekeeper V5		309	\$52,530.00	\$0.00	\$52,530.00
Process Manager		32	\$5,440.00	\$0.00	\$5,440.00
Workforce Employee		20	\$3,400.00	\$0.00	\$3,400.00
Workforce HR		304	\$51,680.00	\$0.00	\$51,680.00
Workforce Payroll		471	\$80,070.00	\$0.00	\$80,070.00
Workforce Employee & Manager		14	\$2,380.00	\$0.00	\$2,380.00
Workforce Open Enrollment/Life Events		72	\$12,240.00	\$0.00	\$12,240.00
Workforce Attendance		26	\$4,420.00	\$0.00	\$4,420.00
Workforce Connect		28	\$4,760.00	\$0.00	\$4,760.00
Additional Professional Services	26	26	\$5,410.00	\$0.00	\$5,410.00
<b>Totals</b>	<b>26</b>	<b>1302</b>	<b>\$222,330.00</b>	<b>\$0.00</b>	<b>\$222,330.00</b>

**1.G. Engagement Estimate by Role**

The Engagement Estimate is derived from the roles and rates associated with the resources necessary to complete the engagement. A Change Order signed by both the Customer Project Manager and the Kronos Project Manager is required to reallocate the Engagement Estimate to fund a role whose budget has been exhausted. The table below defines the Engagement Estimate by role:

<b>Role</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Estimated Dollars</b>
Project Manager	\$170.00	320	\$54,400.00
Application Consultant	\$170.00	924	\$157,080.00
Technology Consultant	\$225.00	18	\$4,050.00
Industry Consultant	\$275.00	0	0
Training Consultant	\$225.00	0	0
Solutions Consultant	\$170.00	40	\$6,800.00
KSS Consultant	\$187.50	0	0



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**2. Roles and Responsibilities**

Based on Kronos implementation experience, the following roles are critical for the successful Implementation of the Kronos system in your organization:

<b>Title</b>	<b>Time Commitment</b>	<b>Suggested Qualifications</b>
<b>Executive Sponsor – 10% +</b>		Experienced in leading organizations through change. Chooses the project manager and assist in forming the project team; Acts as a mentor to the project team; makes business policies and organizational decisions swiftly; implements new and revised business policies; functions as top management champion for the implementation process, Informs other members of top management of the Kronos system decision, project process, and generate support among management, team members, and employees; Allocates the required resources, both people and financial; Removes obstacles to the implementation process; Develops internal communications plan & marketing programs; Compiles appropriate marketing materials to be distributed to Project Stakeholders and Project Shareholders.
<b>Project Manager – 100%</b>		Experienced Project Manager with successful track record implementing automated business system across functional departments.
<b>IT Payroll Legacy Resource – 75% +</b>		The expert that understands the County's in-house developed payroll/HR system. This person will be instrumental in conversions, interfaces, business requirements, reporting, parallel testing and maintaining the test application environment and post-implementation support.
<b>Payroll Supervisor – 75% +</b>		Complete comprehension of your time, attendance, and payroll policies. Strong oral and written skills.
<b>Human Resources Manager – 60% +</b>		Complete comprehension of your time, attendance, accrual and payroll policies. Strong oral and written skills.
<b>Database Administrator – 20% +</b>		Experienced with backup and recovery plan creation and implementation of database engine.
<b>Network Administrator – 10%+</b>		Complete knowledge of the organization's network, future plans, and outstanding issues or problems. Technical knowledge of network connectivity, and strong network troubleshooting skills.
<b>Kronos System Administrator – 25% +</b>		Experienced System Administrator with two years of experience.
<b>Desktop Services Administrator 10%+</b>		Knowledgeable Desktop Administrator.
<b>Help Desk – 10% +</b>		Knowledgeable in Windows and Intel based applications
<b>Web Master – 10% +</b>		Knowledgeable in Apache, Sun ONE, or Microsoft Internet Information Server.

**Champaign County Administrative Services** understands and agrees that unqualified or unavailable staff will delay the Implementation of the Kronos system and may require **Champaign County Administrative Services** to purchase additional Services from Kronos. If any of the above positions are not available in your organization, please contact your Kronos representative or a third-party vendor.

**Champaign County Administrative Services Time Requirements:** Kronos estimates Champaign County Administrative Services resources will be required to spend at least four times that of Kronos resources, or a minimum of 4400 hours participating in this project.

**2.A. Estimated Travel Hours**

This estimate does not include travel expenses or travel time. Travel expenses and travel time will be charged pursuant to the terms and conditions contained within the KRONOS INCORPORATED MASTER LEASE AGREEMENT. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.

Number of miles (one-way) from the nearest Kronos office to the Customer's site: 160 miles from Chicago office

Estimated Travel hours (excluded in the engagement estimate above) are: 15 trips @ 5 hours = 75 hours



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**3. Educational Services Estimate**

Many courses are offered locally but depending upon the timing requirements of your implementation you may need to travel to one of the other Kronos training center. Please note that the more advanced and technical courses are offered in the area training centers (Chelmsford, MA; Washington, DC; Chicago, IL; San Francisco, CA; Long Beach, CA; and Orlando, FL). Your Kronos Project Manager will give you the details of the training schedules. As a Kronos customer you will also have access to online course descriptions, schedules, availability and registration, and once you are fully implemented, you'll be able to use online registration.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education Catalog that your Kronos salesperson will provide, or visit [www.kronos.com/education/education.htm](http://www.kronos.com/education/education.htm). For information on Kronos Virtual Classroom (KVC) offerings, please visit <http://kvc.kronos.com>

All training courses, both Instructor led and Kronos Virtual Classroom (KVC) are priced per person per class/session unless otherwise noted. If you purchased on-site customer training your organization's location must have adequate training facilities and equipment. If a location does not have training equipment (PC's) Kronos offers at an additional fee a Portable Training Environment (PTE).

**3.A. Core Education Package, Workforce Timekeeper V5**

Training for the proposed product and services will be provided in a separate proposal.

**3.B. Core Education Package, Workforce HR & Workforce Payroll**

Training for the proposed product and services will be provided in a separate proposal.

**4. Professional Services – Additional Services**

In some cases, additional Professional Services hours may be estimated for hardware implementation, project management, configuration, and/or consulting. If there are no descriptions of the hours listed in the section below, your Kronos Project Manager will review the purpose and distribution of the additional hours with you during the project planning phase.

		<b>Hours</b>
<b>Total Additional Professional Services Hours</b>		26
The number of hardware devices to be configured is:	4	0
		26
<b>Additional Professional Services Hours Breakdown</b>		
Additional Technology Consultant Hours (WTK Installation)		8
Additional Technology Consultant Hours (Workforce HR Installation)		10
Additional Application Consultant Hours for Crystal Report Consultation		8

**Comments Regarding Additional Professional Services**



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5. Required Technology Environment

5.A. Workforce Central Suite

Hardware recommendations for servers, workstations, etc. for the Workforce Central Suite will be provided to you in a separate document.

6. Data Conversion

Kronos will convert, from information the client provides in Excel Spreadsheet format, Employee data for current Employees and retired Employees (covered by insurance) as part of our standard implementation.

We have **not included estimates for conversion of historical data**. The scope of this agreement does not include conversion and import of historical data from the Human Resources, Payroll, or Attendance systems. Because of the complexity of historical data (position, pay status, and pay grade) and the effort required to "map" it to the Workforce HR database, implementation time and effort may vary. A separate detailed analysis will be required to estimate time requirements for both the Kronos and Champaign County Administrative Services's project teams, which will take into consideration the amount of data to be converted, and the reliability of its source.

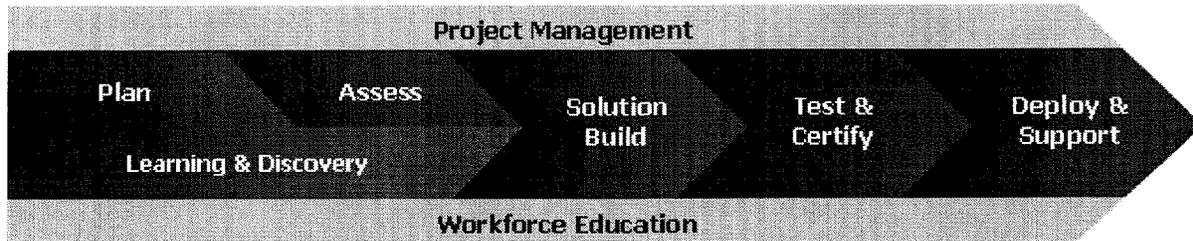


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### 7. Momentum Implementation

Our proven Momentum™ implementation methodology provides a structured and phased approach supported by strong project management and flexible education offerings.



Our seasoned project managers and consultants guide your team through our efficient and proven process by providing assistance during the following project phases:

#### 7.A. Plan

The Kronos Project Manager (KPM) assists the customer to prepare for the implementation, establish project success criteria, and plan the project scope, schedule, and guidelines. Complete Customer readiness for the implementation of all products purchased is the goal of the initial Plan phase of the project. Project management continues for the duration of the project.

##### Kronos Responsibilities

- KPM initiates Introductory Call to establish contact, and:
  - Identify Customer decision maker and Customer Project Manager (CPM).
  - Schedule the Planning Meeting.
- KPM works with the CPM to keep the project on the agreed to schedule.
- KPM coordinates and schedules Kronos resources.
- KPM participates in periodic meetings and status conference calls.
- KPM works with CPM to manage open issues.
- Conduct Planning Meeting/Conference Call to review:
  - Project Scope.
  - Implementation Process.
  - Resource Requirements.
  - Project Plan.
  - Technical Requirements.
  - Interface Requirements.
  - Testing Strategy.
  - Product Surveys.
- KPM provides project log and it serves as the status report on a monthly basis. The estimate assumes a monthly frequency. If the customer requires more frequent written status reports, additional services can be purchased.
- Perform Educational Assessment (if sold).
- Coordinate Customer project team training, consisting of one or more of the following:
  - Instructor Led Training (ILT).
  - Tutorials.
  - Kronos Virtual Classroom (KVC).

##### Customer Responsibilities

- Participate in Introductory Call to establish contact, and:
  - Identify Customer decision maker and Customer Project Manager (CPM).
  - Provide schedule options for Planning Meeting.
- CPM works with the KPM to keep the project on the agreed to schedule.
- CPM coordinates and schedules Customer resources.
- CPM conducts daily internal stand-up meetings to gain status & assign tasks to Customer's project team.
- CPM is responsible for publishing meeting minutes, task assignments, issues uncovered & resolved, and decisions made for all internal meetings pertaining to the Kronos project.
- CPM participates in periodic meetings and status conference calls.
- CPM works with KPM to manage open issues.
- CPM reviews and approves major milestones.
- CPM assesses risks during the project.
- CPM develops and implements Change Management and User Adoption Plan.
- Participate in Planning Meeting to establish:
  - Customer roles and responsibilities.
  - Mutually agreed upon goals.
  - Defined Project Plan.
  - Tentative Project Schedule.
  - Customer project team Education/Workshop Dates.
  - End-User Training Strategy & Schedule.
- Begin surveys prior to formal Assess phase.
- Order/install all computer hardware, operating system software, database software, and non-Kronos provided software and hardware necessary for the operation of Kronos



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- Collaborative Solutions Workshop (CSW).
  - KPM works with CPM to finalize project plan.
  - KPM works with the CPM to schedule end-user training (if applicable).
  - KPM works with CPM to review quality survey.
  - **Milestone - Customer Readiness.**
- applications.
  - Complete Customer project team training & tutorials.
  - Complete/return Interface specifications and files.
  - Set up dedicated "work room" for implementation team.
  - CPM works with KPM to finalize project plan.
  - CPM works with KPM to plan end-user training.
  - CPM works with KPM to review quality survey.
  - Complete the General Readiness Checklist.
  - **Customer Readiness Milestone** indicates Customer has completed all readiness items as identified, understands and accepts the project criteria, scope, schedule, and guidelines. The Customer understands and agrees that any Customer project delays, including those affected by unqualified or unavailable staff, will delay the implementation and may require the purchase of additional services from Kronos.
  - **Sign-off on Customer Readiness Milestone.**

### 7.B. Assess

Kronos assists the Customer to ensure all applicable survey, data, and requirements documents for the product(s) are understood and completed.

#### Kronos Responsibilities

- Provide technology requirements to Customer, if applicable, and determine how the product(s) should be installed.
- Verify that customer has the appropriate license, if applicable.
- Review product(s) functionality with Customer.
- Engage Customer in discussion regarding standard reports.
- Assist the Customer to complete all applicable survey, data, and requirements documents for the product(s). These documents become the basis of the Configuration Scope.
- Assist Customer to create a test plan.
- Provide customer with revised estimate, if applicable.
- 
- For Workforce Payroll, review standard pay check formats.
- **Milestone - Configuration Scope.**

#### Customer Responsibilities

- Ensure technology environment meets Kronos specifications.
  - Dedicate or make available on an as-needed basis, appropriate resources during the preparation of all applicable survey, data, and requirements documents for the product(s).
  - If applicable, provide any hardware required besides what is purchased from Kronos and arrange for installation.
  - Define any custom reporting requirements.
  - Create a test plan.
  - Review and approve Configuration Scope documents.
- Determine if customization is required to the standard pay check format.
  - **The Configuration Scope Milestone** indicates customer understands and has completed all documents required for configuration of the product(s).
  - **Sign-off on Configuration Scope Milestone.**

### 7.C. Solution Build, Workforce Timekeeper

Kronos builds the solution according to the Configuration Scope.

#### Kronos Responsibilities

- Configure Workforce Timekeeper, and up to 40 Work Rules/Pay Rules, according to the Configuration Scope.
- Import Preparation.
- Clock Setup (if purchased).
- Backup.
- Perform Unit Testing.

#### Customer Responsibilities

- Provide access and security to the applicable network and servers.
- Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build and Unit Testing.
- Dedicate or make available on an as-needed basis, appropriate IT resources to participate in Clock Setup and System Backup.



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**7.D. Organizational Maps and Jobs**

This Professional Services Estimate does not include the configuration of the Workforce Timekeeper features called Organizational Maps and Jobs. Based on your responses to the Technology and Implementation Survey, your business needs do not require the implementation of these features. If your business needs change, Kronos will be happy to provide a Professional Services Estimate for the Professional Services associated with implementing those features.

**7.E. Solution Build, Workforce Employee**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Install the Workforce Employee Licenses.
- Verify that the new licenses will show on the Web Server.
- Configure Workforce Employee according to the Configuration Scope.

**Customer Responsibilities**

- Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build and Unit Testing.
- Provide appropriate access to the web server and configuration machines.

**7.F. Solution Build, Process Manager**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Configure Process Manager according to the Configuration Scope.

**Customer Responsibilities**

- Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build and Unit Testing.

**Process Manager, Basic Service Offering**

The following are the types of modifications that are available with the Professional Service package for this Process Manager template. Modifications not included in this list will require a comprehensive assessment service to determine the scope of the work needed to make those modifications.

- Form Manipulation:
  - Duplicating, renaming, or removing fields on the forms from the Template.
  - Changing the order of fields.
  - Adding fields that exist in the Workforce Timekeeper database to the forms in the Template (\*\* The fields have to be accessible using an API Task available within Process Manager. A list of the supported API's are in the Process Manager Implementation Guide.)
  - Adding free text fields that are used only within the process.
  - Adding a header or a footer.
- Wording of emails sent by Process Manager.
- Removal of approval layers that exist within the template.
- Additional layers of approval provided that the additional parties are People stored in Workforce Timekeeper.
- Additional notifications or emails to any Person stored in Workforce Timekeeper.
- Escalations of overdue tasks provided that the recipient of the escalation is a Person stored in Workforce Timekeeper.
- Reminders of overdue tasks.

The implementation of more complex Process Manager templates, or business requirements beyond the scope of the Basic Service Offering are beyond the scope of this Professional Services Estimate. Kronos Consultants can be engaged to perform the detailed analysis of your business requirements and provide a separate estimate of the Professional Services that will be required for implementation. Such complexities include Modifications that require HTML, JavaScript, java coding, or integration with non-Kronos systems.

**7.G. Solution Build, Workforce HR**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Verify that the customer's computer hardware, operating system software, service packs, database software, and non-Kronos provided hardware and software necessary

**Customer Responsibilities**

- Ensure that all computer hardware, operating system software, service packs, database software, and non-Kronos provided hardware and software necessary for the operation of Kronos



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for the operation of Kronos applications matches stated requirements.

- Install one instance of the Workforce HR software.
- Run the appropriate scripts to create the Workforce HR database objects.
- Apply the current Kronos Service Pack, if any.
- Document installation and provide copies for Customer and Kronos project teams.
- Review Customer HR Launch templates.
- Assist Customer with recommendations of alterations to data.
- Convert templates into HR Launch.
- Run HR Launch validation reports for customer review and correction.
- Review HR Launch data and convert into Workforce HR.
- Assist Customer in configuring all modules of Workforce HR in accordance with the Configuration Scope.

applications matches stated requirements.

- Review Workforce HR/Payroll Installation Guide.
- Provide access and security to the applicable network and servers.
- Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build.
- Appropriate Customer resource(s) attends HR User Essentials & System Admin course.
- Convert data into HR Launch templates.
- Review and validate HR Launch templates.
- Review HR validation reports with Kronos for accuracy and completeness.
- Correct any inaccurate or incomplete HR data.
- Verify HR data has been converted from HR Launch to Workforce HR successfully.
- Configure all modules of Workforce HR in accordance with the Configuration Scope.

**7.H. Solution Build, Workforce Payroll**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Verify that the customer's computer hardware, operating system software, service packs, database software, and non-Kronos provided hardware and software necessary for the operation of Kronos applications matches stated requirements.
- Install one instance of the Workforce Payroll software.
- Run the appropriate scripts to create the Workforce Payroll database objects.
- Apply the current Kronos Service Pack, if any.
- Document installation and provide copies for Customer and Kronos project teams.
- Review Customer Payroll Launch templates.
- Convert templates into Payroll Launch.
- Run Payroll Launch validation reports for customer review and correction.
- Assist Customer with recommendations of alterations to data.
- Review Payroll Launch data and convert into Workforce Payroll.
- Assist Customer in configuring all modules of Workforce Payroll in accordance with the Configuration Scope.

**Customer Responsibilities**

- Ensure that all computer hardware, operating system software, service packs, database software, and non-Kronos provided hardware and software necessary for the operation of Kronos applications matches stated requirements.
- Review Workforce HR/Payroll Installation Guide.
- Provide access and security to the applicable network and servers.
- Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build.
- Appropriate Customer resource(s) attends Payroll User Essentials & System Admin course.
- Convert data into Payroll Launch templates.
- Review and validate Payroll Launch templates.
- Review Payroll validation reports with Kronos for accuracy and completeness.
- Correct any inaccurate or incomplete Payroll data.
- Verify Payroll data has been converted from Payroll Launch to Workforce Payroll successfully.
- Configure all modules of Workforce Payroll in accordance with the Configuration Scope.
- Create a report from their current payroll product to be used with the automated KRONOS Payroll Balancing Tool. The tool requires a simple format of name, social security number, total gross, total deductions, total taxes and total net for a specific pay period, in an Excel format.

**7.I. Solution Build, Workforce Employee & Manager**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Assist Customer with configuration of Workforce Employee & Manager.

**Customer Responsibilities**

- Dedicate or make available on an as-needed basis, appropriate resources for the configuration of Workforce Employee &



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- Manager.
- Configure Workforce Employee & Manager module in accordance with the Configuration Scope.
- Conduct internal Employee training.

**7.J. Solution Build, Open Enrollment / Life Events**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Assist Customer with setup of Open Enrollment / Life Events.

**Customer Responsibilities**

- Dedicate or make available on an as-needed basis, appropriate resources for the configuration of Open Enrollment / Life Events.
- Configure Open Enrollment / Life Events in accordance with the Configuration Scope.

**7.K. Solution Build, Workforce Connect Interfaces**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Install and configure the Workforce Connect interfaces.

**Customer Responsibilities**

- Provide appropriate Customer and Third Party software vendor resources and system access during installation, if needed.

The following is a general description of the Workforce Connect Interface(s) that will be required. The estimate for interfaces is based on Kronos' understanding of the interface requirements at the time of this Estimate. The actual interface requirements will be confirmed during the Assess phase of the project. Any change to the requirements or discovery of increased complexity will be considered a change of scope.

Interface from WTK to customer I-Series Payroll as an interim until our payroll is live  
 Interface from Kronos Payroll to Customer I-Series General Ledger

**7.L. Solution Build, Workforce Attendance**

Kronos builds the solution according to the Configuration Scope.

**Kronos Responsibilities**

- Install the Workforce Attendance software on the Application Server.
- Create the Workforce Attendance database objects.
- Apply the current Kronos Service Pack, if any.
- Configure the application to accurately reflect the Customer's Attendance policies.
- If purchased, provide Customer with the necessary file formats/templates, and perform the One-Time Data Import.

**Customer Responsibilities**

- Supply Kronos with a copy of the Attendance policies and a list of Pay Codes and Comments from the Workforce Timekeeper system.
- If the One-Time Data Import (of Attendance Points or historical Attendance event data) is purchased, populate the import template or provide a file in the specified format for the import.

**7.M. Test & Certify**

Kronos supports Customer project team testing to the Configuration Scope, resolves all critical open issues, and plans deployment

**Kronos Responsibilities**

- Support Customer testing.
- Verify product(s) is configured as per the Configuration Scope.
- Verify communication and integration capability of product(s).

**Customer Responsibilities**

- Dedicate or make available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test.
- Coordinate testing with other vendors, if applicable.
- Document any request for changes.



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- Make configuration changes as requested.
- Verify configuration changes.
- Review of Go-Live Procedures.
- **Milestone - System Certification.**
- Test any changes requested.
- **System Certification Milestone** indicates the Kronos product(s) has been installed and configured in compliance with the Configuration Scope documents.
- **Sign-off on System Certification Milestone.**

### 7.N. Deploy & Support

Kronos helps the customer transition from a project oriented, pre-production environment to a successful and live production operation supported by Kronos Global Support.

#### **Kronos Responsibilities**

- Kronos personnel are available via telephone or onsite for switch to production system (if applicable) and Go-Live.
- Make any necessary configuration changes per approved change order(s).
- Verify configuration changes.
- **Milestone - Production & Support.**

#### **Customer Responsibilities**

- Dedicate or make available on an as-needed basis, appropriate resources to be responsible for switch to production system (if applicable) and Go-Live.
- Review data for accuracy, if applicable.
- **The Production & Support Milestone** indicates the Kronos product(s) included in a project phase has been successfully moved into a production environment and is working according to the Configuration Scope. The implementation project for the applicable product(s) is considered complete and the customer has been transitioned to Kronos Global Support.
- **Sign-off on Production & Support Milestone.**



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**8. Customer's Kronos System Administrator Responsibilities for supporting the system**

It is essential that the Customer identify an Information Technology person on their staff as their Kronos System Administrator early in the project, making sure they receive the proper training, engage in project activities, and be the "go-to" person during the project and in post-implementation support. The following includes but is not limited to the Customer's Kronos System Administrator Responsibilities for supporting the Kronos system:

**Workforce Timekeeper**

1. Add new users to the Workforce Timekeeper database
2. Modify information of existing users
3. Create Workforce Genies
4. Create custom fields and telephone fields
5. Effectively use Hyperfind and Genies to get accurate pay period, personnel and IS information
6. Create Labor Level Sets
7. Create Display profiles
8. Assign Display profiles to Managers
9. Create Access Profiles
10. Setup Email and Workflow Notifications
11. Setup Basic Accruals
12. Diagnose common system symptoms
13. Gather necessary information needed by IS or Kronos Global Support

**Workforce 4500 Clocks and Data Communications**

1. Troubleshoot Kronos 4500 Badge Terminals
2. Be conversant with DCM terminology
3. List at least two tasks that you can perform with each DCM application
4. Explain the difference between a single system and a multiple system installation of DCM
5. Describe how punches flow from terminals to the Workforce Timekeeper database
6. Configure, initialize and update terminals
7. Download firmware to the terminal and specify communication settings
8. Configure labor account transfers, job transfers, pay code edits, and totals at terminal soft keys
9. Locate and use the DCM log file for troubleshooting
10. Set up and launch events in the DCM Event Manager
11. Resubmit or delete invalid transactions

**Workforce HR**

1. Manage your organizational structure
2. Manage positions, job codes, pay grades, compensation, and shift differentials
3. Update code tables
4. Integrate HR benefits, attendance, Payroll, and Workforce Timekeeper
5. Manage training
6. Set up attendance plans
7. Modify the navigation tree
8. Create and update actions
9. Manage history records
10. Set up audit trails
11. Manage security

**Workforce Payroll**

1. Set up bank accounts and tax authorities
2. Maintain pay agency information
3. Set up payroll calendars
4. Set up a general ledger system, including main accounts
5. Create check groups



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6. Set up project codes
7. Set up payroll signatures
8. Create and maintain pay group information
9. Set up and maintain compensation and deduction codes (including garnishments)
10. Set up and maintain tax location and tax codes (including reciprocity rules)
11. Integrate benefit plans in HR to compensation and deduction codes in Payroll
12. Set up pay entry templates
13. Apply quarterly legislative updates

**Workforce Self-Service**

1. Create surveys and employee notes
2. Update user accounts
3. Modify the new account page
4. Create new organization profiles
5. Update employee and manager home pages
6. Maintain life events
7. Assign self-service approval administrators
8. Edit administrator approvals
9. Approve employee updates

Understand the Kronos support contract

Learn the capabilities of the Kronos customer website

**9. Engagement Guidelines**

For information related to Kronos' Engagement Guidelines, please refer to the KRONOS INCORPORATED MASTER LEASE AGREEMENT

For information related to Kronos' Support Policies, please point your browser to:  
<http://www.kronos.com/Support/SupportServicesPolicies.htm>

**10. Approvals**

SUBMITTED AND APPROVED BY KRONOS PRACTICE MANAGER

By: \_\_\_\_\_ Date: \_\_\_\_\_

By signing below and by signing the KRONOS INCORPORATED MASTER LEASE AGREEMENT, Customer agrees to purchase the Services described above.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

Champaign County Administrative Services

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Kronos Incorporated Master Lease Agreement

## TERMS AND CONDITIONS

CUSTOMER: Champaign County

CONTACT PERSON: Deb Busey

PRINCIPAL PLACE 1776 E. Washington  
OF BUSINESS: Urbana, IL 61802

TELEPHONE NO.: 217-384-3776

Kronos Incorporated ("Kronos") and Customer agree that the following Master Lease Agreement ("Agreement") terms and conditions will apply to any Products (as defined in Section 1.3) or services leased by Kronos to Customer, referenced on any Lease Schedule ("Schedule") executed by the parties. Any provision of this Agreement or the attachments hereto to the contrary notwithstanding, Kronos iSeries Central Software, Visionware Software and any Software requiring a Microsoft SQL Server Software sublicense from Kronos are not available under this Agreement. In addition, the only Software Support Service Type available under this Agreement is Silver.

### 1. Lease Term

1.1 **Master Lease Agreement Term:** This Agreement is effective from the date on which it is executed by Kronos and shall continue in full force and effect until all the obligations hereunder and in any Schedule hereto are fulfilled, unless sooner terminated as provided herein. Kronos may, upon thirty (30) days' prior written notice, modify the terms and conditions of this Agreement. Such modifications shall only be applicable to any subsequent Schedule signed by the parties following such thirty (30) day period.

1.2 **Lease Schedule Commencement Date; Term:** The term of any Schedule shall commence sixty (60) days after the date of shipment of the Products to Customer ("Lease Schedule Commencement Date) and will continue from the first day of the following month for the number of complete calendar months specified in such Schedule. No Schedule shall be cancelable or terminable by Customer before the end of its stated term, except as provided herein.

1.3 **Products:** The Products consist of the Equipment and Software listed on the Schedule annexed hereto and incorporated by reference herein and on any additional Schedules for other Products, each of which will be deemed a part hereof and incorporate the terms hereof.

1.4 **Shipment and Receipt Confirmation:** At Kronos' request, Customer shall furnish Kronos with a confirmation statement in a form acceptable to Kronos, for the Products supplied under each Schedule hereto acknowledging (a) receipt of the Products in good condition, and (b) the lease commencement date.

1.5 **Acceptance:** For Customer's initial lease of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation, provided that at the time of Installation Customer is current in all payments then due and owing under this Agreement. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation ("Specifications").

The Test Period shall be for 60 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software.

If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software to Kronos, and Kronos shall refund any lease payments paid by Customer to Kronos under this Agreement. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

### 2. Products

2.1 **Terms of Shipment:** Delivery of the Products shall be F.O.B. shipping point. Customer shall bear all risk of loss or damage while the Products are in transit to the Customer.

2.2 **Installation, Use, Alterations and Location:** Customer agrees that the Products shall be installed, used and maintained in compliance with Kronos' Specifications and with all laws, rules and regulations of the jurisdiction where the Products are located. Customer shall not make any alterations or add attachments to the Products nor shall Customer remove the Products from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Products during normal business hours, subject to reasonable security requirements of Customer as communicated in writing in advance to Kronos. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Products with newer technology Products, as long as the newer Products provide at least the same level of functionality as those being replaced.

2.3 **Title:** Except when otherwise noted on a Schedule, all Equipment shall remain the property of Kronos unless and until the appropriate Purchase Option is exercised and paid for in full. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding their attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Products.

2.4 **Risk of Loss:** Upon receipt of Products, Customer shall bear all risk of loss, damage or destruction of the Products, whether or not covered by insurance. In the event of loss or damage, Customer shall promptly notify Kronos, and shall at Kronos' option, (i) place the Product in good condition and repair, or (ii) replace the Product. No loss, theft or damage after shipment of the Products to Customer shall relieve Customer from its obligations under this Agreement.

2.5 **Insurance:** Customer shall provide at its expense, (i) insurance against the loss, theft or damage of the Products for the full replacement value of the Products, and (ii) insurance against general liability and property damage. Upon Kronos' request, Customer shall provide Kronos with a certificate of insurance indicating that such coverage is in effect, naming Kronos or its assignee as loss payee and/or additional insured, as may be requested.

2.6 **Sublease:** Customer may not sublease any of the products leased hereunder or assign this Agreement without Kronos' prior written consent.

### 3. **Total Periodic Lease Charges; Taxes; Payments; Purchase Option**

3.1 **Total Periodic Lease Charges:** Customer understands and agrees that the lease fees due hereunder are due and payable to Kronos for each period of the lease term specified in each Schedule, in advance, on the first day of each period ("Total Periodic Lease Charges"). Such fees shall be absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, interruption or recoupment for any reason whatsoever. Customer shall pay the Total Periodic Lease Charges, and any applicable sales and use tax reflected on an invoice, to Kronos at the address specified in such invoice or to such other place as Kronos may direct. Kronos agrees that all invoices will be mailed not less than thirty (30) days prior to the due date. If more than once Customer fails to pay any amount within five (5) days of the date when due under this Agreement, Customer shall pay as an administrative and late charge, a fee equal to five percent (5%) of that amount. . Customer's obligations under this subsection shall survive the expiration or termination of this Agreement.

3.2 **Taxes:** Except for sales and use tax reports and returns which shall be filed by Kronos, Customer shall promptly file when due any necessary reports and returns required by law to be filed and to pay when due, directly to the appropriate taxing authority, any taxes required by law to be paid by Customer based on this Agreement. Kronos shall invoice Customer for any applicable sales and use tax amounts, and Customer agrees to remit such amounts to Kronos within 30 days of receipt.

If Kronos has retained title to the Equipment pursuant to Section 2.3, then Kronos will file applicable personal property tax returns and will pay any applicable personal property taxes to the appropriate taxing jurisdiction. Customer agrees to reimburse Kronos for any such personal property taxes.

Customer's obligations under this section shall survive the expiration of this Agreement.

3.3 **Purchase Option:** If Customer elects to exercise the Purchase Option provided in any Schedule, then at the termination of the applicable Schedule, and provided Customer is not in default under this Agreement, Customer may purchase the leased Equipment and a license to use the leased Software for the Purchase Option amount set forth on the corresponding Schedule. Title to the Equipment and a license to use the Software which are subject to the Purchase Option shall pass upon payment in full of the Purchase Option price and all other amounts due.

3.4 **Advance Rent:** If any Schedule provides for Advance Lease Fees, such Advance Lease Fees shall be applied to the months specified in such Schedule.

3.5 **Security Deposit:** If any Schedule provides for a Security Deposit, then Customer hereby agrees to deposit with Kronos the Security Deposit to more fully secure its lease payments and all other obligations to Kronos hereunder. Such Security Deposit shall bear no interest, and

may be commingled with other funds of Kronos. Upon termination of this Agreement, and satisfaction of all of Customer's obligations, any remaining Security Deposit shall be returned to Customer.

**3.7 Pricing Commitment:** Subject to Kronos Credit approval (if not so approved, Kronos will provide Customer with written notice thereof and the reason therefor) and provided that Customer is not in default under this Agreement, the following terms shall apply:

A. **Software:** Customer may purchase or lease in standard Kronos increments additional employee capacity licenses of the Workforce Central Software listed on the Schedule executed as of the date of this Agreement (i) for a period of two (2) years following execution of this Agreement (the "Two Year Period") at the applicable price set forth in such Schedule; and (ii) for the initial three years following the Two Year Period, at the applicable prices set forth in such Schedule plus an increase of not more than 10% per year, provided that Customer maintains such Software under continuous Software Support with Kronos during such periods.

B. **Professional Services:** Customer may purchase or lease additional Professional Services (i) for the Two Year Period, at the applicable hourly rates listed on the Schedule executed as of the date of this Agreement, and (ii) for the initial three (3) years following the Two Year Period, at the applicable hourly rates set forth on such Schedule plus an increase of not more than ten percent (10%) per year.

#### 4. **Software License**

4.1 **License:** From the date of shipment through the end of the term specified on the Schedule, Kronos grants to Customer a non-exclusive, perpetual, (except as provided herein and after full payment of all lease obligations including the purchase option by Customer), nontransferable license to use the Software listed on such Schedule, subject to the terms herein. Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The Total Periodic Lease Charges paid by Customer which are attributable to the license for the Software constitute a license fee that entitles Customer to use the Software as set forth herein. The License is subject to all of the terms of this Lease, including those set forth below:

4.2 **Fee Based Limitations:** Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the Total Periodic Lease Charges paid by Customer which are attributable to the license for the Software. Limitations, which are set forth on the Lease Schedule, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and/or the number of terminals to which the Software is permitted to be connected. Customer agrees to: 1) use the Software only for the number of employees, simultaneous or active users, computer model and serial number and/or terminals permitted by the applicable Total Periodic Lease Charges attributable to the license for the Software; and 2) use only the product modules and/or features permitted by the applicable Total Periodic Lease Charges attributable to the license for the Software; and 3) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, terminals, product modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4.3 **Object Code Only:** Except as otherwise provided in Section 4.6, below, Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code.

4.4 **Permitted Copies:** Customer may copy the Programs only as reasonably necessary to load and execute the Programs and for backup purposes only. All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

4.5 **Updates:** In the event that Kronos supplies version upgrades, updates or enhancements of the Software, or legislative updates, if applicable, (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

4.6 **Source Code Escrow:** If Customer requires the escrow of source code, the parties shall execute a Source Code Escrow Agreement ("Escrow Agreement") with DSI Technology Escrow Services ("DSI"), attached hereto as Appendix F, which shall supplement this Agreement, and shall provide for third party custody of the source code for the Workforce Timekeeper Software referenced on the Schedule executed as of the date of this Agreement, at Customer's expense. Current source code escrow fees, which shall be payable by Customer directly to DSI, are \$1750 for the first year and \$650 each year thereafter. Fees are subject to change by DSI. Subject to full payment of all lease obligations including the purchase option by Customer, release of said source code by DSI to Customer for the sole purpose of maintaining such Software shall be authorized only upon the occurrence of one or more of the release conditions specified in the Escrow Agreement.

4.7 **This Section Intentionally Deleted.**

**4.8 Training Materials:** If Customer is licensing Training Materials and/or purchasing the Kronos Customer Instructor Certification Program (the "Certification Program"), the following additional terms shall apply: "Training Materials" shall mean the instructor guide(s), student guide(s), job aids, recorded executable files and/or tutorials developed by Kronos for one or more Kronos products. Kronos grants to Customer a non-exclusive, nontransferable license to use the Training Materials. Customer recognizes and agrees that: i.) the Training Materials constitute confidential and proprietary information of Kronos; ii) the Training Materials are copyrighted by Kronos; iii.) the license to use the Training Materials is limited based upon the amount of the license fee paid by Customer; iv.) Customer may not copy or reproduce the Training Materials in excess of the number of copies permitted by the applicable license fee; v.) Customer may not transmit, distribute or disclose the Training Materials to any third party, unless agreed to in writing by Kronos; vi.) Customer's license to use the Training Materials is granted solely for the purpose of permitting Customer to train Customer's employees and no other use of the Training Materials is permitted; and vii) Customer may not edit, modify, revise, amend, change, alter, customize or vary the Training Materials in any manner without the written consent of Kronos. Certification under the Certification Program is valid for two (2) years after successful completion of the Certification Program, applies only to the point release of the Software for which the Certification Program is taken, and covers only the Customer employee who completes the Certification Program.

## 5. Services

**5.1 Software Support Options:** Customer may select from the following Software support options: Silver support ("Service Type"), which shall provide the service coverage period and/or service offerings, as specified herein, ("Service Offerings") and in the Kronos Support Service Policies (see Section 5.13 below). Customer must procure the same Service Type for all of the Software specified on the Lease Schedule. All services and Software upgrades, updates, and/or enhancements and legislative updates shall be provided via remote access.

### 5.2 Software Support Service Offerings Provided for Silver Service Type:

Customer shall be entitled to receive:

- a. Service Packs, Point Releases and Major Releases (including legislative updates if available) for the Software for which Customer has procured support (not including any Software for which Kronos charges a separate license fee) provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Service Packs, Point Releases and/or Major Releases (including legislative updates, if available) or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- b. Unlimited telephone access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period.
- c. Web-based support including access to Software documentation, live online help, FAQ's, access to Kronos knowledge base, Customer forums, e-case management and e-mail support. Such offerings are subject to modification by Kronos. Current offerings can be found at [www.kronos.com/customer](http://www.kronos.com/customer).
- d. Remote diagnostic technical assistance to resolve Software functional problems and user problems during the Service Coverage Period.

**5.3 Equipment Depot Exchange Support Options:** If Customer selects depot exchange support services, the following provisions shall apply. Upon the failure of installed Equipment, Customer shall notify Kronos' Global Support organization at 1-800-394-4357 of such failure. Global Support will provide remote fault isolation and attempt to resolve the problem. Those failures determined by Global Support to be Product related shall be dispatched to the Depot Repair Center by Global Support. Hours of operation for the Depot Repair Center are Monday through Friday 8:30 A.M. to 5:00 P.M. ET, excluding Kronos holidays. Kronos will provide a replacement for the failed Equipment on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for next business day delivery to Customer, if such request is received prior to 3:30 P.M., EST. Customer shall specify the address to which the Product is to be shipped, and any special shipping or insurance instructions. All shipments will include a Return Shipping Label designating Kronos Depot, 300 Billerica Road, Chelmsford, Massachusetts 01824, as the recipient.

Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the return label supplied. Failed Equipment not received by Kronos within ten (10) calendar days shall be billed to the Customer at the prevailing Kronos List Price. All returned Equipment becomes the property of Kronos. Failed Equipment returned between calendar days eleven (11) through thirty (30) will be subject to an additional \$150 processing fee. Kronos will not accept Equipment after thirty (30) days, and Customer shall not be issued any credit for any attempted return.

**5.4. Equipment Depot Repair Support Option:** It is Customer's obligation to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare Equipment ("Spare Equipment") to allow customer to replace failed Products at all Customer locations. Upon failure of an installed Product, Customer shall install a Spare Product to replace the failed Product. In addition, during the hours of 8:30 a.m. to 5:00 p.m. EST., Monday through Friday, exclusive of Kronos holidays, Customer shall call Kronos Global Support Organization at 1-800-394-4357 to notify them of such failure. Global Support will provide remote fault isolation and attempt to resolve the problem. Those failures determined by Global Support to be Equipment related shall be dispatched to the Depot Repair Center by Global Support. Customer shall be provided with a Return Authorization number for the failed product. Customer shall also specify the address to

which the repaired Equipment should be shipped, and any special shipping or insurance instructions. Customer shall then return, at its expense and its risk of loss or damage, the failed Equipment, with the required Return Authorization Number, to the Kronos Depot, 300 Billerica Road, Chelmsford, Massachusetts 01824. Customer shall make every reasonable effort to return the failed Equipment using the same packing materials in which the original Equipment was sent. Customer agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Customer.

Upon receipt of the failed Product, Kronos shall repair the failed Equipment and return it, within ten (10) business days after receipt, to Customer. Unless specified otherwise by Customer at the time of Customer's call for a Return Authorization Number, Kronos shall ship the repaired Equipment by regular surface transportation to the Customer's address specified on the front of this Agreement.

**5.5 Customer's Responsibilities:** For both depot exchange or depot repair options, Customer agrees to:

- (a) Maintain the Equipment in an environment conforming to Kronos' established specifications for such Equipment;
- (b) Deinstall all failed Equipment and install all replacement Equipment in accordance with Kronos' published installation guidelines; and
- (c) Replacement Equipment may be new or reconditioned. Ensure that the Equipment is returned to Kronos properly packaged.

**5.6 Delivery:** All Equipment repaired by Kronos under this Section 5 shall be delivered to Customer FOB destination. Title to and risk of loss for such repaired Equipment shall pass to Customer upon delivery to Customer by the carrier. All shipments of Equipment to be repaired by Kronos under this Section 5 shall be made "freight prepaid" using the Return Shipping Label and shipping instructions as specified by Kronos. Kronos will select the carrier to be utilized under the program.

**5.7 Addition of Software or Equipment:** Additional Software or Equipment leased by Customer shall be added to this Agreement at the same support option as the Software or Equipment originally specified on the lease schedule. Customer agrees to pay the charges for such addition and any such addition shall be automatically renewed as provided in these terms.

**5.8 Responsibilities of Customer:** Customer agrees (a) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of data communication facilities, if required. However, Kronos shall only have access to data communications facilities to the limited extent necessary to perform its obligations hereunder. Restrictions may be placed on Kronos' access to data communications facilities to protect the confidentiality of vital records, court records, records relating to pending prosecutions, criminal and civil defenses, mental health records, and other sensitive information maintained by the Customer in the ordinary course of business. Customer acknowledges that such restrictions on Kronos' access to Customer's data communications facilities may limit Kronos' ability to provide remote diagnostic technical assistance as provided in Section 5.2(d), above, for which Kronos shall not be responsible; (b) to maintain and operate the Software in an environment and according to procedures which conform to Kronos' specifications; and (c) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos.

**5.9 Repair Warranty:** Kronos warrants that all repairs performed under Section 5 of this Agreement shall be performed in a professional and competent manner by qualified individuals who possess the knowledge and skills necessary to perform such services.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

**5.10 Limitation of Remedies:** Customer's exclusive remedy, and the sole liability of Kronos for any breach of the Warranty specified in Section 5.10 above shall be repeat performance of any support service required under this Agreement. Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its support service employees.

**5.11 Support Term and Renewal:** Support service shall commence on the Software Delivery date and shall continue for the term of support coverage set forth on the Lease Schedule. At the completion of the term of support coverage set forth on the Lease Schedule, support services shall automatically renew for additional one year terms under the terms and conditions specified in this Section 5, unless either party notifies the other in writing within thirty (30) days of the support renewal invoice date. Such renewal shall be based on the support services fee set forth on the Lease Schedule and shall be for an amount equal to the pro-rated annual value for such support services, plus a 4% increase for each year of the support coverage period.

**5.12 Kronos Support Service Policies:** Kronos' current Software Support Policies (including detailed Service Descriptions) are attached hereto as Appendix A and incorporated herein by reference ("Support Policies"). The Support Policies are subject to change from time to time, with the then-current Support Policies posted at <http://www.kronos.com/Support/SupportServicesPolicies.htm> but the Support Services as purchased by Customer shall not be materially reduced during the one year initial term of this Agreement, and thereafter only upon at least thirty (30) days prior written notice from Kronos. Kronos shall not change Support Services available to Customer in a manner inconsistent with the Support Services generally available to other Kronos customers

### 5.13 Professional Services And Educational Services

- a). Estimated Hours: Customer recognizes and agrees that the hours defined within any Professional Services Work Order (PSWO) or similar statement of work document that may be provided by Kronos have been estimated based upon: (i) the preliminary information provided by Customer; and, (ii) Customer fulfilling its obligations as defined in the PSWO or similar document. Additional hours may be required to complete the implementation as a result of newly discovered information, Customer's delay in fulfilling its obligations, or a change in the scope of the project. Kronos will review with Customer the number of hours purchased by Customer and the number of hours Kronos anticipates will be required for the completion of the work after assessment of Customer's requirements. Kronos will monitor the hours used as the work progresses, and will advise Customer if more hours are required. Additional hours may be purchased by the Customer at the current project hourly rate if purchased during the implementation and within one year of the effective date of the PSWO or similar statement of work document.
- b). Travel Expenses: Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional services, provided that such expenses comply with the Travel and Expense Policies set forth in Appendix B attached hereto and incorporated herein by reference. Customer will be charged for all travel time in excess of one hour or the one way distance of fifty miles from the nearest Kronos office to the customer's facility, whichever is reached first. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation incurred by Kronos to deliver purchased professional services and/or educational services in accordance with Kronos' Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.
- c). Professional Services Warranty: Kronos warrants that all professional services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 90 days of completion of the Services, the Customer's sole remedy and Kronos' exclusive liability shall be to reperform the deficient professional services.
- d). Kronos Professional/Educational Services Policies: Kronos' current Professional Services and Educational Services Policies ("Services Policies") are attached hereto as Appendix C and incorporated herein by reference. Such Policies are subject to change from time to time, with the then-current Services Policies posted at <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> but the Services as purchased by Customer shall not be materially reduced during the initial term of this Agreement, and thereafter only upon at least thirty (30) days prior written notice from Kronos. Kronos shall not change the Services available to Customer in a manner inconsistent with the Services generally available to other Kronos customers.

### 6. Equipment and Software Media Warranty

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in material and workmanship for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment, (or parts thereof) or Software media in the event of: (1) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use; (2) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or (3) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Kronos further warrants that to its knowledge as of the date of this Agreement:

- (a) none of Kronos' current officers have been convicted of violating any state laws regarding bid rigging, bid rotating, providing false statements on vendor applications, bribery of an inspector employed by a public contractor, provision of, or attempting to provide a kickback, bribery, or attempted bribery;
- (b) Kronos is not debarred from doing business with any public contractor, for any reason; and
- (c) Kronos has not conspired with any other potential vendors, either in setting the amount of the proposed contract, the scope of the proposed contract, in determining whether to respond to the request for submittals, or in any other matter material to the award of this contract.

EXCEPT AS HEREIN EXPRESSLY STATED, THE PRODUCTS ARE PROVIDED "AS IS," AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE WITH RESPECT TO ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER. KRONOS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If Customer is licensing Workforce Payroll Software, Customer acknowledges and agrees that the following additional warranty exclusions shall apply: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using the Software, (ii) using the Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc, or the Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using the Software and satisfy itself that those calculations are correct.

## 7. Default by Customer; Remedies Upon Default

**7.1 Default by Customer:** Customer shall be deemed in default if Customer (a) defaults for ten (10) days after written notice in the payment of any amount due hereunder or under any support agreement with Kronos for Products leased hereunder, (b) defaults for thirty (30) days after written notice in the performance of any other of its obligations under this Agreement or under any support agreement with Kronos for Products leased hereunder, (c) files or has filed against it any proceeding in bankruptcy or similar laws for the relief of debtors, (d) becomes insolvent or unable to pay its debts when they mature, (e) has any substantial part of Customer's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, (f) admits in writing its inability to pay its debts as they mature, (g) permits the Products to become subject to any lien or other encumbrance, (h) except as provided in Section 2.6, attempts to assign its rights and obligations under this Agreement, which assignment shall be void, or (i) Customer sells or disposes of all or substantially all of its assets.

**7.2 Remedies Upon Default:** If Customer is in default, Kronos may, at its option and upon written notice to Customer, (a) terminate this Agreement, whereupon any interests of Customer in the Products shall cease, but Customer shall remain liable as hereinafter provided, (b) declare all amounts due and to become due, immediately due and payable, (c) terminate or suspend support service, and (d) whether or not this Agreement is terminated, take immediate possession of any or all of the Products wherever situated. In order to protect the interests and reasonably expected profits and bargains of Kronos, in the event of any such termination, Kronos has the option to (i) retain all Total Periodic Lease Charges and other sums heretofore paid by Customer, including Advance Lease Fees and Security Deposits, if any, (ii) re-lease all or any part of the Products upon such terms as Kronos shall elect, or sell all or any part of the Products at public or private sale and either for cash or on credit, (iii) recover from Customer any additional Total Periodic Lease Charges which would have accrued and become due for the balance of the term of this Agreement, and (iv) recover from Customer any and all damages which Kronos shall sustain by reason of breach by the Customer of any of the terms of this Agreement. In addition, Kronos shall be entitled to recover a reasonable sum for attorney's fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the Products, including a late payment charge of one and one half percent (1 1/2%) per month but not in excess of the lawful maximum on the unpaid balance. These remedies are cumulative and in addition to all other rights and remedies available to Kronos under this Agreement, by operation of law or otherwise. In the event of termination, at Kronos' option, (i) Customer shall deliver the Products, including all copies of the Software to such location as Kronos shall designate, freight prepaid, or (ii) the local Kronos service office or its designee shall disconnect, crate and return the Products, including all copies of the Software to Kronos, at Customer's expense. Products will be returned to Kronos in the same condition as when received, reasonable wear and tear excepted.

## 8. Limitation of Liability

Customer's exclusive remedies, and Kronos' sole liability for any Kronos breach of this Agreement are expressly stated herein, but in no event shall exceed: i.) the repair or replacement, at Kronos' option, of any Equipment parts or Software media found to be defective, without charge to Customer for parts or labor, provided that the Kronos Equipment, parts and Software media have been installed, maintained and used in accordance with Kronos' Specifications and this Agreement; and, ii.) reperformance of any services that do not meet the warranty expressly set forth in this Agreement for services of that type.

EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES, OR FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT. IN NO EVENT SHALL KRONOS' LIABILITY TO THE CUSTOMER FOR DAMAGES OF ANY NATURE EXCEED ONE (1) YEAR OF THE TOTAL PERIODIC LEASE CHARGES FOR THE LEASE OF THE PRODUCTS FROM WHICH THE LIABILITY RESULTED.

## 9. Notices

All notices shall be given by fax, overnight courier or by regular U.S. mail or certified or registered mail, postage prepaid and, if mailed, shall be deemed given three (3) business days after mailing, or if by other permitted means, upon receipt. For Customer, such notice shall be sent to the Chief Financial Officer, at the address on the face of this Agreement, unless otherwise specified in writing by Customer to Kronos. For Kronos, such notice shall be sent to its corporate headquarters, (attention, Leasing Department), as specified on the applicable Schedule. The parties agree to accept delivery of any notice.

## 10. General

**10.1 Entire Agreement:** This Agreement, including the Appendices, all documents listed in this Section 10.1, all information contained in any referenced URL, the Schedule and any additional Schedules entered into after the date hereof, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a writing signed by both parties.

The following documents are hereby incorporated into this Agreement in the following order of precedence and any conflict between such documents shall be resolved by giving precedence in the following order:

(i) This Kronos Incorporated Master Lease Agreement including applicable Schedule;

(ii) Appendix A: Support Policies as modified by then-current URL

Appendix B: Travel Policies

Appendix C: Service Policies as modified by then current URL

Appendix D: Acord Certificate

Appendix E: Essential Personnel

Appendix F: Escrow Agreement

(iii) Kronos Incorporated Professional Services Estimate Prepared for Champaign County Administrative Services For the Implementation of Workforce HR, Workforce Payroll and Workforce Timekeeper V5 executed by Kronos and Customer as of the date of this Agreement;

(iv) Kronos' Response to Champaign County Administrative Services Requested for Proposal: 2005-001 (the "RFP") as supplemented by Appendix G attached hereto and incorporated by reference herein with the exception of the following statement set forth in such Response: Kronos expects that neither the RFP nor Kronos' proposal will be incorporated in any definitive agreement, but such agreement will address the topics in the RFP and Kronos' proposal, and supersede both.; and

(v) the RFP.

**10.2 Illegality or Invalidity:** If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not be in any way affected or impaired thereby.

**10.3 Assignment:** Kronos or any of its assignees may, at any time, assign its title to the Equipment, its license of the Software, and its rights under this Agreement to the Products and/or to the Total Periodic Lease Charges and other sums at any time due and to become due, by Customer, under any of the provisions of this Agreement or may grant a security interest in any or all of the Products. Customer and Kronos agree that no assignee of Kronos shall be obligated to perform any duty, covenant or condition required to be performed by Kronos under any of the terms hereof, and the rights of any assignee of Kronos in and to the sums payable by the Customer under any provisions of this Agreement shall not be subject to any abatement whatsoever, and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever by reason of any damage to or loss or destruction of the Products, or any part thereof, or by reason of any other indebtedness or liability of Kronos to the Customer. Any such assignment or security interest by Kronos shall not diminish the obligations of Kronos otherwise created by this Agreement

**10.4 Governing Law:** This Agreement shall be governed by the laws of the State of Illinois. Any claim or action brought by either party hereto in connection with this Agreement may be brought in any court of competent jurisdiction.

**10.5 Limitation of Actions:** No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

**10.6 No Waiver:** No failure to exercise, or no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right hereunder.

**10.7 Supplemental Documents:** Customer agrees that any time, and from time to time, upon request of Kronos, after the execution and delivery of this Agreement, it shall execute and deliver such further documents and do such further acts and things as Kronos may reasonably request in order to fully effect the purposes of this Agreement.

**10.8 Force Majeure:** Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

**10.9 Indemnities:** If Kronos assigns this Lease to a financial institution, in accordance with the provisions of Section 10.3, Customer will indemnify and hold such assignee harmless from any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Agreement or the Products, but excluding those adjudged to have arisen solely from the negligence or willful misconduct of Kronos or such assignee. Customer's obligations under this Section shall commence upon the execution of this Agreement and shall survive the termination of this Agreement.

Kronos agrees to defend and indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of U.S. and European Union recognized copyrights, patents and other intellectual

property rights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim, and further provided that Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos.

Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option procure for Customer the right to continue to use the affected Software as contemplated hereunder, or may replace or modify the affected Software to make its use non-infringing, or should such options not be available at reasonable expense, then Kronos may terminate the applicable Lease Schedule with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all Lease payments made to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation of the Software commencing with the date of the applicable Lease Schedule.

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) for personal injury or tangible property damage caused solely by the negligence or willful misconduct of Kronos employees in the performance of services under this Agreement provided that Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim and further provided that Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and further assistance as reasonably requested by Kronos.

**10.10 Insurance:** Prior to performing any services pursuant to this Agreement at Customer's premises, Kronos shall provide Customer with a certificate of insurance certifying that Kronos has the insurance coverage set forth in the ACORD Certificate attached hereto and incorporated by reference herein as Appendix D and naming Customer as an additional insured under such coverage. Kronos further agrees to require its insurer to endeavor to notify Customer of any lapse in coverage or changes in the scope of its coverage or exemptions at least thirty (30) days prior to their taking effect. Any provision of this Agreement or attachments hereto to the contrary notwithstanding, the parties acknowledge and agree that the foregoing sets forth Kronos' sole obligation and the parties' entire agreement with respect to Kronos' insurance obligations hereunder.

**10.11 Financial Statements:** Upon request, Customer agrees to provide to Kronos copies of its annual and, if available, interim financial statements.

**10.12 Confidential Information:** Confidential Information means any information of one party that is clearly marked as "confidential" and that is disclosed to the other party pursuant to this Agreement. Additionally, the terms, conditions and pricing contained in this Agreement and the Lease Schedule(s), the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information.

Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure. Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists.

**10.13 Restricted Rights:** Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 for Department of Defense contracts and as set forth in FAR 52.227-14 for civilian agency contracts. Manufacturer is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA 01824. Kronos reserves all rights under the copyright laws of the United States.

**10.14 Export:** Customer understands that any export of the Equipment of Software may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Software.

**10.15 Headings:** The headings and captions in this Agreement are for convenience of reference only and do not define or limit in any way the scope or intent of the provisions of this Agreement.

10.16 Customer represents, covenants, and warrants that (1) it is a fully constituted political entity, subdivision, or agency of or within a state in which the Products are located and is authorized by the constitution and laws of such state to enter into the transactions contemplated by this Agreement and Schedule and to execute, deliver and carry out its obligations hereunder, and (2) it has complied with any and all applicable bidding requirements, and (3) it has made sufficient appropriations or has other funds available to pay all amounts due under this Agreement and Schedule.

10.17 Essential Personnel: Those persons listed in Appendix E are essential personnel for purposes of the project described in the Professional Services Estimate referenced in Section 10.1(iii), above. Kronos shall immediately notify Customer should any of these persons cease to perform the duties stated in Appendix E in relation to such Professional Services Estimate for any reason and in such event Kronos shall promptly replace such personnel with personnel with similar training and experience reasonably acceptable to Customer. Customer shall have the right to demand that Kronos replace Kronos employees not performing services in accordance with such Professional Services Estimate. **CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. NEITHER PARTY SHALL BE BOUND BY ANY STATEMENT OR REPRESENTATION NOT CONTAINED IN THIS AGREEMENT.**

Customer and Kronos have accepted this Agreement on the dates below:

<b>CUSTOMER: Champaign County</b>	<b>KRONOS INCORPORATED:</b> (To be signed by Kronos corporate headquarters only)
By: (signature)	By: (signature)
Name: (please print)	Name: (please print)
Title:	Title:
Date:	Date:



LEASE SCHEDULE TO  
MASTER LEASE AGREEMENT # \_\_\_\_\_

**KRONOS INCORPORATED**

297 Billerica Road, Chelmsford, Massachusetts 01824

REQ. SHI. DA.	ISSUE DATE	Q#	O#
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CUSTOMER NO.	CUSTOMER P.O. NO.	REGION <b>651</b>	REP. I.D. NO. <b>603</b>	INSTALLER	L.S.#
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F.O.B.	TERMS
<b>SHIPPING POINT</b>	<b>First lease payment due with the order.</b>

TAXABLE <b>YES</b>	<b>NO X</b>	TAX I.D. NO. <b>E9998-5942-04</b>	(COPY OF TAX CERTIFICATE MUST BE ATTACHED)	SHIP VIA
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<b>INVOICE TO:</b>				<b>SHIP TO:</b>			
COMPANY NAME <b>Champaign County</b>				COMPANY NAME <b>Champaign County</b>			
ADDRESS <b>1776 E. Washington</b>				ADDRESS <b>1776 E. Washington</b>			
CITY <b>Urbana</b>		STATE <b>IL</b>	ZIP CODE <b>61820</b>	CITY <b>Urbana</b>		STATE <b>IL</b>	ZIP CODE <b>61820</b>
TELEPHONE NO. <b>217-384-3776</b>		FAX NO.		COUNTY <b>Champaign</b>		TELEPHONE NO. <b>217-384-3776</b>	
CONTACT <b>Deb Busey</b>				ATTENTION <b>Deb Busey</b>			
				TITLE			

ITEM *	PART NUMBER	QTY	ITEM DESCRIPTION	UNIT PRICE	EXTENSION	#	MAINTENANCE UNIT PRICE	MAINTENANCE TOTAL
	8800039-016	1	Managers up to: 100	\$ 6,500.00	\$ 6,500.00	S	\$ 975.00	\$ 1,950.00
	8700453-001	1	Workforce Process/Messaging Manager SW	\$ -	\$ -		\$ -	\$ -
	8800036-018	1	Workforce Timekeeper V5, 900ee	\$ 6,750.00	\$ 6,750.00	S	\$ 1,012.50	\$ 2,025.00
	8800037-018	1	Workforce Accruals V5, 900ee	\$ 3,150.00	\$ 3,150.00	S	\$ 472.50	\$ 945.00
	8800038-018	1	Workforce Employee V5, 900ee	\$ 2,200.00	\$ 2,200.00	S	\$ 827.25	\$ 1,654.50
	8700437-001	1	Workforce Central V5 CD & Documentation	\$ -	\$ -		\$ -	\$ -
	8602004-301	4	4500 Numeric Proximity 10/100 Mbit Ethernet	\$ 1,495.00	\$ 5,980.00	DX	\$ 200.00	\$ 1,600.00
	8800060-006	1	Workforce Attendance V5, 300ee	\$ 3,000.00	\$ 3,000.00	S	\$ 450.00	\$ 900.00
	8800044-018	1	Workforce Connect Unlimited Interface 900 ee	\$ 1,750.00	\$ 1,750.00	S	\$ 550.00	\$ 1,100.00
	8700443-001	1	Workforce HR/PR Software & Doc kit v5		\$ -		\$ -	\$ -
	8602381-002	1	Workforce HR/PR Administrator 10	\$ 1,000.00	\$ 1,000.00	S	\$ 150.00	\$ 300.00
	8602379-014	1	Workforce HR, 900ee	\$ 6,800.00	\$ 6,800.00	S	\$ 1,476.00	\$ 2,952.00
	8602380-014	1	Workforce Payroll, 900ee	\$ 6,800.00	\$ 6,800.00	S	\$ 1,476.00	\$ 2,952.00
	8602382-014	1	Workforce Employee HR/PR, 900ee	\$ 3,700.00	\$ 3,700.00	S	\$ 827.25	\$ 1,654.50
	8602383-016	1	Workforce MANAGER HR/PR, 100	\$ 3,500.00	\$ 3,500.00	S	\$ 525.00	\$ 1,050.00
	8602452-001	1	Crystal Server Side Reporting	\$ -	\$ -		\$ -	\$ -
	8602453-002	1	Crystal, HR/PR, 10 users	\$ -	\$ -		\$ -	\$ -
	9990430-1	5	On-Site Training-Minimum up to 10 participan	\$ 4,000.00	\$ 20,000.00			\$ -
	9991806-0	1	On-Site Set-up	\$ 750.00	\$ 750.00			\$ -
	9992304-0	1	Workforce HR Implementing Compensation M	\$ 500.00	\$ 500.00			\$ -
	9992317-0	1	Workforce HR Processing Applicants (1 day)	\$ 500.00	\$ 500.00			\$ -
	9992283-0	2	Workforce Payroll 5 Administering Payroll (1 d	\$ 500.00	\$ 1,000.00			\$ -
	9992284-0	2	Workforce Payroll 5 Processing Payroll (2 day	\$ 1,000.00	\$ 2,000.00			\$ -
	9992256-0	1	Workforce Timekeeper Managing Pay Rules	\$ 1,000.00	\$ 1,000.00			\$ -
	9992257-0	2	Workforce Central System Administration (2 d	\$ 1,000.00	\$ 2,000.00			\$ -
	9992258-0	2	Workforce Timekeeper DCM & the Kronos 45	\$ 1,000.00	\$ 2,000.00			\$ -
	9992261-0	2	Workforce Timekeeper Technology Overview	\$ 1,000.00	\$ 2,000.00			\$ -
	8602280-777	1	Kronos 4500™ Terminal Employee Training K	\$ 500.00	\$ 500.00			\$ -
	8602273-777	100	Workforce Timekeeper Department Manager	\$ 10.00	\$ 1,000.00			\$ -
	8602271-777	1	Workforce Employee Tutorial (JAVA and HTM	\$ 500.00	\$ 500.00			\$ -
	8602300-777	1	Workforce HR 5 Getting Started with Benefit	\$ 500.00	\$ 500.00			\$ -
	8602308-777	1	Workforce HR 5 Getting Started with HR/Payr	\$ 500.00	\$ 500.00			\$ -
	8602302-777	1	Workforce HR/Payroll 5 Getting Started with P	\$ 275.00	\$ 275.00			\$ -
	8602304-777	1	Workforce HR 5 Implementing Compensation	\$ 500.00	\$ 500.00			\$ -
	8602290-777	1	Workforce HR/Payroll Manager 5 Managing S	\$ 275.00	\$ 275.00			\$ -
	8602299-777	1	Workforce HR/Payroll Employee 5 using Self-	\$ 500.00	\$ 500.00			\$ -
	8602291-777	1	Workforce HR/Payroll Manager 5 Using Self-S	\$ 500.00	\$ 500.00			\$ -
	9992516-0	1	Workforce Attendance 5 User Essentials (1 d	\$ 500.00	\$ 500.00			\$ -
	9992517-0	1	Workforce Attendance 5 Administration & Cor	\$ 1,000.00	\$ 1,000.00			\$ -
	9992263-0	1	Workforce Timekeeper Configuring Pay Rules	\$ 1,500.00	\$ 1,500.00			\$ -
	9992267-0	1	Workforce Accruals Configuration (1 day)	\$ 500.00	\$ 500.00			\$ -

	9992240-0	1	Workforce Connect 5 Programming Interfaces	\$ 1,500.00	\$ 1,500.00		\$ -
	9992419-0	1	Workforce Connect 5 Interfacing to Kronos Pr	\$ 500.00	\$ 500.00		\$ -
	9990002-MID	18	Momentum Mid-Market	\$ 225.00	\$ 4,050.00		
	9990002-MID	150	Momentum Mid-Market	\$ 170.00	\$ 25,500.00		\$ -
	9990003-MID	577	Momentum Mid-Market HRMS	\$ 170.00	\$ 98,090.00		\$ -
					\$ -		\$ -
* SUPPLIER	C- CORPORATE	# MAINTENANCE	S-SILVER G-GOLD	SALES		MAINTENANCE	
B-BRANCH	V-VENDOR	P-PLATINUM	P+PLATINUM PLUS R-DEPOT REPAIR X- DEPOT EXCHANGE U-USED DEV	SUB-TOTAL	\$ 222,270.00	SUB-TOTAL	\$ 19,083.00
<b>TOTAL AMOUNT FINANCED</b>						<b>\$ 241,353.00</b>	

LEASE TERM: 24 MOS. PURCHASE OPTION: \$1.00  
# OF PAYMENTS: 24 LEASE BILLING PERIOD: Monthly  
TOTAL PERIODIC LEASE CHARGES: 10,056.38 Years of Maintenance included in Maint. Sub-Total: 2.00  
Advance Payment: \$10,056.38 to be applied to the First payment. Lease Commencement Date: 6/1/2005  
Security Deposit: (60 days after shipment)

Article 2.3 of Master Lease # \_\_\_\_\_ is hereby superseded by the following terms: "Title to all Equipment listed on this schedule shall pass to Customer, upon shipment, subject to the retention of a security interest as set forth in Article 10.10 and subject to Kronos' right of repossession as set forth in Article 7."  
Customer agrees that this Lease Schedule is deemed part of and incorporated by reference into Master Lease Agreement # \_\_\_\_\_.

**KRONOS INCORPORATED**

APPROVED BY:

\_\_\_\_\_  
AUTHORIZED SIGNATURE/DATE  
TO BE SIGNED BY KRONOS CORPORATE  
HEADQUARTERS ONLY

**CUSTOMER:**

\_\_\_\_\_  
COMPANY NAME  
BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE/TITLE/DATE

Hours above the leases hours will be "bill as you go"  
Travel time and expenses are not included in the lease pricing

## Appendix A

### Support Services Policies

#### Kronos response time

Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

1. **Priority High:** a critical Customer problem such as the Software is "down" and Customer cannot utilize the Software will have a response time of two business hours or less.
2. **Priority Medium:** a serious Customer problem, which impacts Customer's ability to utilize the Software effectively will have a response time of four business hours or less.
3. **Priority Low:** a non-critical problem with an acceptable workaround will have a response time of one business day or less.
4. **Priority Low/RFE:** a Customer "request for enhancement" of the Software will have a response time of two business days or less.

Response time shall mean from the time a call is received by Kronos' Global Support Center until a Kronos service representative contacts the Customer to begin service. Kronos provides "bug fixes" for the then-current release and the immediately prior release of the Software only. Therefore, if Customer is not utilizing the then-current or the immediately prior release of the Software, resolution may require that Customer upgrade to the then-current release of the Software.

#### Service coverage period

**Silver Service:** 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Kronos holidays, with direct telephone access to Kronos' technical support staff.

**Gold or Gold Plus Service:** 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Kronos holidays, with direct telephone access to Kronos' technical support staff.

**Platinum or Platinum Plus Support:** 24 hours a day, seven days a week, 365 days a year, with direct telephone access to Kronos' technical support staff.

#### Support exclusions and support discontinuance

Support service does not include service to the Software resulting from:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;
2. Customer's failure to continually provide a suitable installation environment as specified in Kronos' specifications;
3. Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications;
4. Customer's repair, attempted repair or modification of the Software without prior authorization from Kronos;
5. Customer's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
6. Customer's computer or operating system malfunctions;
7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database; or
9. On-site support of the Software.

Services not covered by a Kronos support agreement — Subject to then-current Kronos Professional Service rates

- New Work / Pay Rules
- Changes to Labor Levels (LLCVT)
- Pay Period Change

#### Installing New Workstations / Re-Install

- Moving Kronos Application
- Adding Workstations
- Re-Installing After HD Crash

#### Database Corruption Due to Faulty Environment

- Power Outage
- HD Crash

#### New Terminal Programming

- Adding Features to Existing Terminal
- Adding a New Timekeeper

#### Software Upgrade

##### DBA Services

Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software. Any software support, including rebuilds or correction of corrupted files necessary as a result of circumstances described above shall be charged to Customer at the then-current Kronos time and materials rate. Kronos may discontinue support for the Software upon 180 days written notice to Customer, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, Kronos shall provide Customer with a pro-rata refund of any applicable pre-paid support fees.

#### Reinstatement of services

In the event that Customer allows Software support services to lapse or if Customer did not originally purchase Software support services and wishes to reinstate or procure such services, Customer must pay the list price for the Silver Support plan for such lapsed or unprocured time period, plus a twenty per cent (20%) reinstatement fee in addition to the then-current Software support fee for the support option being purchased by Customer.

#### Detailed Support Services features

##### Optimization Assessment (Available for Platinum *Plus* customers)

Optimization Assessment provide Platinum and Platinum *Plus* customers the added value of a one day engagement of professional services. As your operational processes continue to evolve, your technology solutions must be tuned to support them. Examples of this include:

- Merger/acquisition
- New business, division or concept
- Corporate processes changes
- Union contract changes
- Change in pay policies
- Change in accrual policies
- Users making multiple edits every pay period

A Kronos Application Consultant will work with your staff to identify and fine-tune pay rules, work rules, or accrual rules affected by these changes in your day-to-day operation.

*Optimization Assessment is available during the term of a paid Platinum service agreement only, providing the customer's annual software support fee is at least \$5,000 per year. Optimization Assessment is valid only for the site where the Kronos software is installed. Scheduling is based upon available resources. Travel expenses and travel time are not included and shall be charged to the customer at Kronos' then-current rates*

**Support Advisor (Available to Platinum level customers)**

The Support Advisor will review your cases and incidents as well as discuss updates/upgrades that are relevant to your account.

**Service Case Studies (Available to Gold and Platinum level customers)**

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

**Technical Advisories (Available to Gold and Platinum level customers)**

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos customer website.

**Learning Quick Tips (Available to Gold and Platinum level customers)**

Enjoy the convenience of Web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

**Technical Insider (Available to Gold and Platinum level customers)**

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer website.

**Brown Bag Sessions (Available to Gold and Platinum level customers)**

Experience live virtual workshops over the Internet on a variety of hot topics pertaining to the Kronos system. Kronos Global Support offers workshops in a structured online format, using the latest technology to deliver Brown Bag Sessions. Each month a new topic is selected based on recent support issues and current trends.

**SHRM e-Learning (Available to Gold and Platinum level customers)**

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

**HR and Payroll Answerforce (Available to Gold and Platinum level customers)**

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

**Software Assurance (Available to all Support Services customers)**

Kronos Support Services entitle all customers who purchase a software support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the contract period, available on CD or downloadable from the Kronos customer website. Protecting your software investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest software support releases (service packs) or legislative updates are posted on our customer website for you to download and install.

**Live Online Support (Available to all Support Services customers)**

Web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support reps can chat in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability. Available 8:00 to 5:00 local time.

**Customer Forums**

Our Customer Forums

Forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the Forums have helped them gain a broader understanding of how to leverage their Kronos applications.

**Documentation**

Online access to complete documentation for most of Kronos' products.

**Frequently Asked Questions**

Conveniently organized and continuously populated from the Knowledge Base, FAQs truly represent those issues that customers ask about most. Before querying the Knowledge Base, try the FAQs to find your answers.

**Knowledge Base**

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the Knowledge Base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The Knowledge Base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the Knowledge Base.

**e-Case Management**

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases logged after-hours receive priority attention each morning.

**Hardware Support Services — Features**

**Depot Exchange Service**

A cost-effective equipment service option for you if you are comfortable installing your own terminals.

- Kronos sends a replacement unit on an advance exchange basis by next-business day delivery.
- Upon receipt of replacement, you send the terminal needing service back to the Kronos Depot Repair Center.

**Depot Repair Service**

Similar to Depot Exchange, but designed for those who keep their own inventory of spare terminals on-hand.

- You send the terminal needing service back to the Kronos Depot Repair Center.
- Upon receipt of product, Kronos shall repair and return the product within ten (10) business days.
- No replacement unit is provided.

**Per Event Billing**

Kronos offers support to both customers with service agreements and customers that prefer not to purchase a support agreement. Services for non-contract customers, and services provided outside of contract for contract customers will be charged at the then current Kronos hourly rate.

**Kronos Response Time for non-Contract Customers:** Kronos will make every effort to respond with-in two business days.

Day and Time (local time)	Software Support		Hardware Support	
	On-site	Phone Support	On-site	Phone Support
	Min. hours	Max. hours	Min. hours	Max. hours
Monday–Friday (8 AM–5 PM)	4	2	2	2

## **Appendix B:**

### **Travel Policies**

Except where a specific amount is stated, all travel expenses shall be reimbursed at actual cost, with no multiplier. The customer shall be credited with all corporate or chain discounts or special rates.

### **Meals:**

Meals shall be reimbursed at the meal allowance rate shown in the U.S. General Services Administration Per Diem rate which may be found at <http://www.gsa.gov/Portal/gsa/ep/programView.do?pageTypeld=8203&oid=16365&programPage=%2Fep%2Fprogram%2FgsaDocument.jsp&programId=9705&channelId=-15943>. Such rate is currently \$31.00 per day. No alcohol may be purchased with the meal allowance.

### **Mileage for Ground Transportation:**

Mileage shall be reimbursed at the rate of 40.5 cents per mile. This mileage reimbursement includes all charges for fuel.

### **Airfare:**

Airfare will only be reimbursed if approved in advance by the customer. Kronos employees are expected to travel at the least expensive, unrestricted coach class fare that is generally available between 7:00 a.m. and 9:00 p.m. Business and first class travel is not allowed, absent a free upgrade or prior approval of the customer. The customer will be credited with all corporate or carrier discounts.

### **Hotel:**

All reservations for hotels are to be made by Kronos travel coordinators. If Kronos has negotiated a special corporate rate with a specific hotel, Kronos shall seek that rate. If there is no such negotiated rate, the travel coordinators will, when possible, use promotional rates or the travel agency's corporate rate to ensure that the Company obtains the lowest rate available. At check-in, employees will verify that either the quoted rate or a better rate is obtained. Only moderately-priced hotels, with a single room and bath, will be used, absent prior approval of the customer.

### **Ground Transportation:**

Use of short-term parking shall be used unless the use of shuttles, limousine, or taxi services is more cost-effective. Limousine services shall only be used if approved in advance by the customer.

Employees should rent cars to their destination when rental is the most cost-effective mode of transportation and the savings justifies personal and schedule inconvenience. Employees may rent a car at their destination when either complimentary or less expensive transportation is not available to the employee. Employees shall rent a compact car. A full or standard class of auto may be used when two or more employees are traveling together.

### **Phone:**

Employees will be reimbursed for reasonable, actual telephone and business communication expenses (e.g., faxes) incurred while traveling for company business. Personal calls shall not be reimbursed.

## Appendix C

### Professional and Educational Services Engagement Policies

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

#### **Professional Services:**

1. For Implementation Engagements, Kronos will provide Customers with a Professional Services Estimate that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Customer.
2. Kronos and Customer agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Kronos Change Order that is signed by the Customer (see Change Order below).
4. The original project scope and cost of an engagement will apply until, and if, the Customer signs a Change Order.
5. The Professional Services Estimate is valid for one year from the date of signature. Professional Services purchased but not used within this one-year period will expire.
6. Travel expenses will be charged pursuant to the terms and conditions contained within the KRONOS SALES, SOFTWARE LICENSE AND SERVICE AGREEMENT. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.
7. All Professional Services work will be conducted during normal business hours, 8:00 AM–5:00 PM, Monday through Friday.
8. Kronos requires two (2) Business-day notifications for the cancellation of scheduled Kronos personnel. Cancellation charges are applicable if such cancellation occurs with less than the required notice, as follows:
  - Prior Business Day — 50% of planned charges are invoiced for scheduled work.
  - Same Business Day — 100% of planned charges are invoiced for scheduled work.

#### **Change Order Process:**

1. All changes to the original, signed Professional Service Work Order will be initiated by the Kronos Project Manager and reflected through the use of a Professional Services Change Order, approved and signed by the Customer.
2. A change of project scope and cost, resulting in a Change Order, would result from and increase or change to project deliverables; Customer allocated time; Customer scheduling changes, and/or technology limitations.
3. The last authorized Professional Service Work Order, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. The hourly rate (s) quoted within a Change Order will be consistent with that contained within the original Professional Service Work Order if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate, whichever is earlier except as otherwise provided in Section 3.7 of the Kronos Incorporated Master Lease Agreement between Kronos and Customer to which this Appendix B is attached. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate, the quoted rate will be established at Kronos' then current rate for such requested services.

#### **Educational Services:**

1. All Instructor-led Educational Service classes will be held at a Kronos facility, unless Customer has purchased onsite location training.
2. Customer is responsible for travel costs for employees attending training at a Kronos location. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.

- Public classes that are two (2) days or less in duration must be cancelled within 5-business days of the scheduled class commencement date.
- Public classes that are three (3) days or greater in duration must be cancelled within 10-business days of the scheduled class commencement date.
- Private classes scheduled by the Customer, whether onsite at Customer location or held at a Kronos location, must be cancelled within 15-business days of the scheduled class commencement date.

Customer will be charged for training upon failure to meet the above notification requirements.

4. Customer may substitute attendees at any time, provided such attendee has met all course prerequisites.
5. Kronos reserves the right to cancel any public class within 5-business days of the scheduled commencement.
6. Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire.

#### **Other Policies**

1. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.). In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
2. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.
3. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
4. Customer Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/04

PRODUCER <b>Hilb Rogal &amp; Hobbs</b> 99 High Street Boston, MA 02110-2320 617 348-1900	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED <b>Kronos Incorporated</b> 297 Billerica Road Chelmsford, MA 01824	INSURER A: <b>St. Paul Mercury</b>	<b>24791</b>
	INSURER B: <b>St. Paul Guardian</b>	<b>24775</b>
	INSURER C: <b>St. Paul Fire &amp; Marine</b>	<b>24767</b>
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	TE06902807	10/01/04	10/01/05	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> <b>E&amp;O Claims Made</b> <b>\$1,000,000 Agg</b>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA01559585	10/01/04	10/01/05	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TE06902807	10/01/04	10/01/05	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WVA6903322 Excluding OH, WA, WV, WY	10/01/04	10/01/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Evidence of Insurance**

**CERTIFICATE HOLDER**

Kronos Incorporated

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Thomas W. Skyporek*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Appendix E**

**Deleted: B**

Essential Personnel:

Karla Davenport-Gratzol - Project manager

Herschel Lichtman - Application Consultant

Kimberly J. Scott - Application Consultant

# North Central MidMarket Practice - Consultant Profile

## **Kimberly J. Scott, Application Consultant**

Thorough knowledge of the following Kronos products:

- Workforce Central 5x and 4.x products on SQL Server
- Kronos Connect v2 and 5.0 in conjunction with Workforce Central and Timekeeper Central
- Kronos model 400 terminals
- Kronos model 4500 terminals, with Touch ID Finger Verification Unit
- Kronos Touch ID Software

Experience with the following Kronos products:

- NexTrak 4.x
- 

## **Background**

- Implementation and troubleshooting of the above products in companies ranging from 50 to approximately 5000 employees, single and multi-site rollouts
- Performed implementations in the manufacturing, healthcare, service and education markets
- Have performed consulting on rules configuration, system use, and interface use in many markets
- Implementation and troubleshooting of the above products for former DDI customers (hospitals) using TACS/TPS and TTE.

## **Experience**

- 1995-1997: Quality Assurance Technician for Abbott Laboratories. Tested diagnostic kits sold to hospitals and clinics worldwide to detect for the presence of infectious agents. Provided technical support for client-server software programs used for quality testing of medical products.
- 1998-2000: Business Systems Analyst for Sears Roebuck & Co. Provided PeopleSoft HR, Benefits and Payroll functional support for HR users and IT. Developed, coded and tested SQR programs for PeopleSoft applications.
- 2000-2002: Application Developer for Arthur Andersen LLP. Responsible for Designing, coding, testing and implementing PeopleSoft HRMS 7.5 customizations and modifications.

- 2003-Present: Application Consultant for Kronos Incorporated. Responsible for installation, configuration, testing, troubleshooting of Kronos systems for clients in many different markets and of varying degrees of complexity.

## **Industry Experience**

- Ingalls Health Systems  
Major Hospital with over 3000 employees at several locations in the Chicago area. Successfully lead the consulting implementation of WTK 4.3 with TTE.
- Indian Prairie School District  
Large school district in the suburban Chicagoland area. Lead the consulting implementation of WTK 4.3 with 20+ timekeeper terminals. Very complex work rules.
- First Midwest Bank  
Mid-sized bank. Implemented first WTK 5.0 with TTE install. Basic work rules.
- Littelfuse  
Large manufacturing company. Successfully implemented new connect interfaces for a new payroll system.

## **Certifications/Formal Education**

1995: Bachelor of Science in Liberal Arts & Sciences (chemistry major) from University of Illinois at Champaign-Urbana

1999: Master of Science in Information Systems from DePaul University

2003: Fundamentals of Payroll Certification

2003: Human Resources SHRM Certification

## **Proficiencies**

- Windows NT 4
- Windows 2000 Professional/Server
- Windows XP
- UNIX
- SQL Server 2000
- Thorough knowledge of SQL syntax and usage
- Strong knowledge of PC Hardware
- General knowledge of Microsoft networking
- Peoplesoft HRMS 7.5

## **North Central MidMarket Practice - Consultant Profile**

### **Herschel Lichtman, Application Consultant**

Thorough knowledge of the following Kronos products:

- Workforce Central 5x, 4.x products on SQL Server
  - Kronos Connect v5 in conjunction with Workforce Central and Timekeeper Central
- 

### **Background**

- Implementation and troubleshooting of the above products in companies ranging from 50 to approximately 1000 employees.
- Have performed consulting on process improvements, rules configuration, system use, and interface use in many markets.

### **Recent Experience**

- 1999 -2003: Worked as an independent Application developer consultant for a variety of clients.
- 2003-Present: Application Consultant for Kronos Incorporated. Responsible for installation, configuration, testing, troubleshooting of Kronos systems for clients in many different markets and of varying degrees of complexity.

### **Industry Experience**

GroupO – manufacturing company. Was instrumental in helping GroupO integrate their existing accounting GL system with their existing legacy system utilizing the Kronos HRMS software.

### **Certifications/Formal Education**

1985: Masters in Business Administration, DePaul University, Illinois

1981: Bachelor of Science in Information Systems, Northeastern Illinois University, Illinois

## **Proficiencies**

- Windows NT 4
- Windows 2000 Professional/Server
- Windows XP
- UNIX
- SQL Server 6.5/7/2000
- Oracle 8i
- Thorough knowledge of SQL syntax and usage
- Strong knowledge of PC Hardware
- General knowledge of Microsoft networking
- Crystal Reports Development
- Visual Basic
- Microsoft Access Programming



## **Karla Davenport-Gratzol, Project Manager**

Experience with the following Kronos products:

- Workforce Central Suite v5x (HRMS and Timekeeper) on SQL Server and Oracle
- Timekeeper Central for Windows 3.x, 4.x
- Kronos Connect in conjunction with Workforce Central and Timekeeper Central
- Kronos model 400 terminals
- Kronos model 4500 terminals, with Touch ID Finger Verification Unit
- Kronos Touch ID Software

## **Background**

- Managed the implementation and troubleshooting of the above products in companies ranging from 50 to approximately 5000 employees, single and multi-site rollouts.
- Performed implementations in the manufacturing, healthcare, service, government, and education markets.
- Consulted on process improvements, rules configuration, system use, and interface use in many markets.
- Managed implementations of full network installations including wireless technology.

## **Project Experience**

- Buena Vista University: This private university consists of approximately 2000 employees. This project involved the Workforce Central Timekeeper v5 with integration into Workforce Central HR and Payroll.
- Health Care Management Group: This long term health care facility employees approximately 650 people with 5 locations. The project entailed the implementation of Workforce Central Timekeeper, HR and Scheduler with an interface into Keene Payroll.
- SE Polk Community Schools: This community schools corporation employed approximately 400 people with 14 locations. Their project entailed implementation of Workforce Central Timekeeper v5 and 4500 Touch ID clocks with an interface into Unlimited payroll system.
- Zebra Technology: This manufacture has approximately 2000 employees and 4 locations. Their implementation included Workforce Central Timekeeper v5.

## **Formal Education**

- Bachelor of Arts with a Major in Psychology and Minor in Finance from St. Martin's University.

**Campaign County  
RFP Supplemental Responses  
Appendix G**

Section	RFP Question	Kronos Application	Response
Technical Questions (Page 54), Essential Software Requirements, 2. Payroll	Employer FICA/IMRF report by fund/department	Exception	The IMRF is not a standard report. A custom report can be developed by the County using Crystal Reports. If possible, the fund/department would need to be a part of the organizational structure developed during implementation.
2. Payroll	bb) Ability to manually update employee record for stipends, or 3rd party pay, including ability to manually update IMRF records accordingly.	Exception	Kronos maintains standard employee demographic information. For example, employee address, birth date, hire date, SSN, and phone number. Workforce Central also provides approximately 20 user defined fields that could aid in tracking IMRF information. Customized tracking requirements can be developed by either County personnel or by Kronos for an additional fee
2. Payroll	cc) IMRF – ability to generate IMRF record for copying to diskette and forward to IMRF.	Exception	The IMRF file would be a custom report. This crystal report can be developed by either County personnel or by Kronos for an additional fee
3. Benefit Administration	c) Produce employee benefits statement showing total compensation	Exception	Workforce Employee provides the employee the ability to review employee/employer provided benefits. A custom report can be generated to provide a detailed benefit statement. This crystal report can be developed by either County personnel or by Kronos for an additional fee.
3. Benefit Administration	p) Automatic premium per payroll calculation based on employment code.	Exception	Requirement is not clear.
3. Benefit Administration	t) Calculation of department billings – health/life, worker's compensation and unemployment.	Exception	This may require a custom report that can be developed by either County personnel or by Kronos for an additional fee. Workforce Standard HR reports can be generated based on the organizational structure.
6. General and Reporting	Seniority listings for each bargaining unit including employee name, department, effective date, position title and annual hours.	Exception	Bargaining unit must be setup as part of their reporting tree. This specific report would require modification to an existing report or the creation of a custom report. It will also require an implementation effort to establish "Seniority" in that the base system does not account for breaks-in-service credited time in determining a seniority date.
6. General and Reporting	Ability to calculate seniority pro-rated based on annual hours worked.	Exception	This would be a custom report that can be developed by County personnel or by Kronos for an additional fee. As with the above question calculated seniority is not delivered in the application for anything but original hire date.
6. General and Reporting	Ability to calculate total cost of annual increases based on COLA and longevity increases per employee/per bargaining unit/per department/per fund.	Exception	This would be a custom report that can be developed by County personnel or by Kronos for an additional fee.
Network (Page 78)	7i	Workforce Central	See general response for question 7
Network	7ii	Workforce Central	See general response for question 7
Network	7iii	Workforce Central	See general response for question 7
Network	7iv	Workforce Central	See general response for question 7

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**Campaign County  
RFP Supplemental Responses  
Appendix G**

Section	RFP Question	Kronos Application	Response
Technical Questions (Page 54), Essential Software Requirements, 2. Payroll	Employer FICA/IMRF report by fund/department	Exception	The IMRF is not a standard report. A custom report can be developed by the County using Crystal Reports. If possible, the fund/department would need to be a part of the organizational structure developed during implementation.
2. Payroll	bb) Ability to manually update employee record for stipends, or 3rd party pay, including ability to manually update IMRF records accordingly.	Exception	Kronos maintains standard employee demographic information. For example, employee address, birth date, hire date, SSN, and phone number. Workforce Central also provides approximately 20 user defined fields that could aid in tracking IMRF information. Customized tracking requirements can be developed by either County personnel or by Kronos for an additional fee
2. Payroll	cc) IMRF – ability to generate IMRF record for copying to diskette and forward to IMRF.	Exception	The IMRF file would be a custom report. This crystal report can be developed by either County personnel or by Kronos for an additional fee
3. Benefit Administration	c) Produce employee benefits statement showing total compensation	Exception	Workforce Employee provides the employee the ability to review employee/employer provided benefits. A custom report can be generated to provide a detailed benefit statement. This crystal report can be developed by either County personnel or by Kronos for an additional fee.
3. Benefit Administration	p) Automatic premium per payroll calculation based on employment code.	Exception	Requirement is not clear.
3. Benefit Administration	t) Calculation of department billings – health/life, worker's compensation and unemployment.	Exception	This may require a custom report that can be developed by either County personnel or by Kronos for an additional fee. Workforce Standard HR reports can be generated based on the organizational structure.
6. General and Reporting	Seniority listings for each bargaining unit including employee name, department, effective date, position title and annual hours.	Exception	Bargaining unit must be setup as part of their reporting tree. This specific report would require modification to an existing report or the creation of a custom report. It will also require an implementation effort to establish "Seniority" in that the base system does not account for breaks-in-service credited time in determining a seniority date.
6. General and Reporting	Ability to calculate seniority pro-rated based on annual hours worked.	Exception	This would be a custom report that can be developed by County personnel or by Kronos for an additional fee. As with the above question calculated seniority is not delivered in the application for anything but original hire date.
6. General and Reporting	Ability to calculate total cost of annual increases based on COLA and longevity increases per employee/per bargaining unit/per department/per fund.	Exception	This would be a custom report that can be developed by County personnel or by Kronos for an additional fee.
Network (Page 78)	7i	Workforce Central	See general response for question 7
Network	7ii	Workforce Central	See general response for question 7
Network	7iii	Workforce Central	See general response for question 7
Network	7iv	Workforce Central	See general response for question 7

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**LICENSEE ESCROW AGREEMENT**

Account Number: 15612

This Licensee Escrow Agreement (“Agreement”) is effective this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between DSI Technology Escrow Services (“DSI”), a Delaware corporation and \_\_\_\_\_ (“Registered Licensee”).

Notices to Registered Licensee should be sent to:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Designated  
Representative: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Notices to DSI must be sent to:

DSI Technology Escrow Services, Inc.  
Contract Administration  
2100 Norcross Parkway, Suite 150  
Norcross, GA 30071  
(770) 239-9200 (telephone)  
(770) 239-9201 (facsimile)

WHEREAS, Registered Licensee has or will enter into a contract(s) with Kronos Incorporated (“Licensor”) for the use of proprietary technology and other materials;

WHEREAS, DSI has entered into an agreement with Licensor pursuant to which DSI has agreed to store certain proprietary data relating to the proprietary technology and related materials;

WHEREAS, Licensor has deposited with DSI certain proprietary data relating to such proprietary technology and related materials;

WHEREAS, Licensor has designated Registered Licensee to have controlled access to a copy of the related proprietary data by executing a “Licensee Registration Document”, attached hereto and hereinafter referred to as Exhibit A;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the promises, mutual covenants and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

Existing Deposit. The Deposit consists of all material currently supplied by Licensor to DSI as specified by the accompanying document(s) called a "Description of Deposit Materials" hereinafter referred to as an Exhibit B(s).

Copyright 1987 DSI

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Deposit Changes. Pursuant to the Exhibit A's incorporated herein, the Licensor may or may not have the option to update the Deposit with supplemental or replacement materials. DSI shall also be under no obligation to process an update to the Deposit for which update or replacement service fees have not been paid.

Supplemental Deposit. The Supplemental Deposit will include any materials added to the Deposit by Licensor accompanied by an Exhibit B. Within ten (10) days of acceptance by DSI of such Supplemental Deposit, DSI shall notify Registered Licensee by issuing a copy by mail of the Exhibit B.

Replacement of Deposit. Replacement materials replace the complete Deposit. Licensor will submit to DSI the Replacement materials accompanied by an Exhibit B. Registered Licensee may have the option if specified in the attached Exhibit A to request DSI to retain the complete existing deposit. If Registered Licensee does not have the option or permits the existing deposit to be replaced, DSI shall within ten (10) days of acceptance by DSI of such replacement materials, notify Registered Licensee by issuing a copy by mail of the Exhibit B.

## ARTICLE 2

Definition of Registered Licensee. Licensor has enrolled Licensee as a Registered Licensee. Licensor has executed and submitted a "Licensee Registration Document" containing additional rights, terms and conditions of registration, Licensee will hereafter be referred to as a Registered Licensee with the rights as defined in this Agreement and in the accompanying Exhibit A. Should Registered Licensee not execute and return this Agreement, DSI reserves the right not to service Articles 6, and 7, and DSI shall notify Licensor in writing of Licensee's failure to execute and return this Agreement.

## ARTICLE 3

Obligations of Data Securities International, Inc. DSI agreed to establish a receptacle in which it placed the Deposit and put the receptacle under the control of one or more of its officers, selected by DSI, whose identity shall be available to Registered Licensee at all times.

DSI shall exercise that high level of care in carrying out the terms of this Agreement as DSI would use to protect items of this nature which DSI might own.

If the Exhibit A permits verification of the Deposit and if Registered Licensee separately contracts for verification, DSI shall perform validation and/or verification services to determine the accuracy, completeness and sufficiency of the Deposit.

## ARTICLE 4

4.1. Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless (a) Licensor and Licensee jointly instruct DSI in writing that the Agreement is terminated; (b) DSI instructs Licensor and Licensee in writing after its renewal date that

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the Agreement is terminated for nonpayment in accordance with Section 4.2; or (c) DSI reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Licensor and Licensee sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

4.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one (1) month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

In the event that Registered Licensee pays the renewal fees pursuant to the thirty (30) day expiration notice received, DSI shall notify Licensor. If Licensor is of the opinion that any necessary condition for renewal is not met, Licensor may so notify DSI and Registered Licensee in writing. The resulting dispute will be resolved pursuant to the Dispute Resolution Process defined in the Exhibit A for Registered Licensee.

## ARTICLE 5

Expiry. Upon non-renewal of this Agreement, all duties and obligations of DSI to Registered Licensee will terminate.

## ARTICLE 6

Filing for Release of Deposit. If DSI is notified by Registered Licensee of the occurrence of a release condition as defined in the Exhibit A and Registered Licensee includes at that time the filing for release fee, DSI shall so notify Licensor by certified mail with a copy of the notice from Registered Licensee. If Licensor provides contrary instruction, as defined in this Article within thirty (30) working days of the mailing of the notice to Licensor, DSI shall not deliver a copy of the Deposit to the Registered Licensee.

Contrary instruction for the purposes of this article, means the filing of an affidavit or declaration with DSI by an officer of Licensor, stating that a Release Condition has not occurred, or has been cured. DSI will immediately send to Registered Licensee a copy of

contrary instruction. Upon receipt of contrary instruction by DSI, DSI shall not deliver a copy of the Deposit and shall continue to store the Deposit until otherwise directed, in writing, by Registered Licensee and Licensor jointly, or until resolution of the dispute pursuant to the Dispute Resolution Process defined in the Exhibit A or by a court of competent jurisdiction.

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#### ARTICLE 7

Release of Deposit Copy. Release conditions are defined in Exhibit A.

In the event that DSI does not receive contrary instruction as defined in Article 6, DSI is authorized to release a copy of the Deposit to Registered Licensee.

Registered Licensee will be responsible for all fees associated with copying and distributing the Deposit.

#### ARTICLE 8

Non-Disclosure. Except as provided in this Agreement, DSI agrees that it shall not divulge, disclose, make available to third parties, nor make any use whatsoever of the Deposit, or any information provided to it by Registered Licensee in connection with this Agreement or Exhibits, without the express written consent of Registered Licensee. Notwithstanding the preceding sentence, if DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the parties to this Agreement unless prohibited by law. It shall be the responsibility of Licensor and/or Licensee to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal.

#### ARTICLE 9

Performance Obligations. DSI shall be responsible to perform its obligations under this Agreement and to act in a reasonable and prudent manner with regard to this escrow arrangement.

#### ARTICLE 10

Audit Rights. DSI agrees to keep written records of the activities undertaken and materials prepared pursuant to this Agreement. Registered Licensee will be entitled at reasonable times during normal business hours and upon reasonable notice to DSI during the term of this Agreement to inspect at DSI the records of DSI with respect to this Agreement, but such inspection shall not include inspection of the Deposit Materials itself.

Licensor will be entitled, upon reasonable notice to DSI and during normal business hours, to inspect at the facilities so designated by DSI, and in the presence of an employee of DSI, the physical status and condition of the Deposit. The status of the deposit may not be changed by Licensor during the audit.

## ARTICLE 11

Designated Representative. Registered Licensee agrees to designate one individual to receive notices from DSI and to act on behalf of Registered Licensee with respect to the performance of its obligations as set forth in this Agreement.

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## ARTICLE 12

General. DSI may act in reliance upon any instruction, instrument, or signature believed to be genuine and may assume that any person giving any written notice, request, advice or instruction in connection with or relating to this Agreement has been duly authorized to do so.

This Agreement will be governed by, and construed in accordance with the laws of the State of California.

This Agreement, including the Exhibits and Addenda hereto constitutes the entire Agreement between the parties concerning the subject matter hereof, and will supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties.

If any provision of this Agreement is held by any court to be invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force.

## ARTICLE 13

Fees. All service fees will be due in full at the time of the request for service. Renewal fees will be due in full upon the receipt of invoice unless otherwise specified by the invoice. For the purpose of annual renewal fees the effective date of this Agreement will be the anniversary date of the Deposit Agreement previously entered into between Licensor and DSI. Fees for this Agreement must be paid within sixty (60) days of execution of this Agreement or this Agreement will be automatically terminated. Fees for service requests must be paid within sixty (60) days or such service will be automatically terminated.

All service fees and annual renewal fees will be those specified in DSI's schedule of fees in effect at the time of renewal, or request for service, except as otherwise agreed. For any increase in DSI's standard fees, DSI shall notify Registered Licensee at least ninety (90) days prior to any renewal of this Agreement. For any service not listed on the schedule of fees, DSI shall provide a quote prior to rendering such service.

## ARTICLE 14

Indemnification. Licensee agrees to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other

liabilities (“Liabilities”) incurred by DSI relating in any way to this escrow arrangement, except where it is adjudged that DSI acted with gross negligence or willful misconduct.

Limitation of Liability. In no event will DSI be liable for any incidental, indirect, special,exemplary, punitive or consequential damages, including, but not limited to,

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damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of DSI for direct damages exceed ten times the fees paid under this Agreement. The foregoing limitation of liability for direct damages does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.

---

_____	DSI TECHNOLOGY ESCROW SERVICES
Registered Licensee	
By: _____	By: _____
_____	_____
(Print name)	(Print name)
Title: _____	Title: _____

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LICENSEE REGISTRATION DOCUMENT  
ESTABLISHING A REGISTRATION ACCOUNT  
TO THE  
DEPOSIT AGREEMENT

Account Number: 15612

1. KRONOS INCORPORATED (Licensor) has established a Deposit Agreement with DSI Technology Escrow Services (DSI).

2. Licensor hereby enrolls the following as a Registered Licensee to that Deposit of Proprietary Data described in the Description of Deposit Materials (Exhibit B) to that Deposit Agreement:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

3. Licensor grants to DSI the right to copy or reproduce at such time and in such manner as DSI reasonably determines, the Deposit as DSI may now or in the future have in its possession, only as permitted in the Deposit Agreement between the Licensor and DSI.

4. Licensor, by amendment, hereby incorporates into that Deposit Agreement this Exhibit A and the following attached articles for this particular registered Licensee:

- a. Dispute Resolution Process
- b. Release Conditions
- c. Retention of Existing Deposit
- d. Provision of Verification
- e. Provision of Certification
- f. Limitation of Liability

Date: \_\_\_\_\_

Date: \_\_\_\_\_

KRONOS INCORPORATED  
Licensor

DSI TECHNOLOGY ESCROW SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



REGISTRATION TO DEPOSIT AGREEMENT

Account Number: 15612

ARTICLE  
DISPUTE RESOLUTION PROCESS

Disputes. In the event of a dispute as to which this Article applies, DSI shall so notify Licensor and Registered Licensee in writing. Such dispute will be settled by arbitration in accordance with the rules of the American Arbitration Association. Licensor and Registered Licensee will each select one arbitrator and a third arbitrator will be selected unanimously by the two arbitrators selected by the parties. If the two arbitrators selected by the parties are unable to select the third arbitrator within ten (10) days of the filing of the demand or submission for arbitration, the parties will consent to the selection of the third arbitrator by the Boston, Massachusetts office of the American Arbitration Association. Unless otherwise agreed to by Licensor and Registered Licensee, arbitration will take place at Boston, Massachusetts. At the request of either party, arbitration proceedings will be conducted in the utmost secrecy; in such case all documents, testimony, and records will be received, heard, and maintained by the arbitrators in secrecy under seal, who will agree in advance and in writing, to receive all such information confidentially and to maintain such information in secrecy until such information will become generally known. All fees owed to DSI will be paid prior to the arbitrators rendering their decision. Judgment upon the award may be entered in any court having jurisdiction thereof.

KRONOS INCORPORATED

Licensor

Initial \_\_\_\_\_

DSI TECHNOLOGY ESCROW SERVICES

Initial \_\_\_\_\_

REGISTRATION TO DEPOSIT AGREEMENT

Account Number: 15612

ARTICLE

DEFINITION OF RELEASE CONDITIONS

Release Conditions. The term “release conditions” is defined and used to mean:

1. Failure of Licensor to carry out maintenance or support obligations imposed on it pursuant to the license agreement or other agreement between the Licensor and Registered Licensee;
2. Failure of Licensor to continue to do business in the ordinary course;
3. Existence of any one or more of the following circumstances, uncorrected for more than sixty (60) days: entry of an order for relief under Title 11 of the United States Code; the making by the Licensor of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Licensor’s business or property; or action by the Licensor under any state insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation. The occurrence of the described events will not constitute a Release Condition if, within the specified sixty (60) day period, Licensor (including its assignee or its receiver or trustee in bankruptcy) provides to Registered Licensee adequate assurances, reasonably acceptable to Registered Licensee, of its continuing ability and willingness to fulfill all of its maintenance and support obligations.

KRONOS INCORPORATED

DSI TECHNOLOGY ESCROW SERVICES

Licensor

Initial \_\_\_\_\_

Initial \_\_\_\_\_

REGISTRATION TO DEPOSIT AGREEMENT

Account Number: 15612

ARTICLE

RETENTION OF EXISTING DEPOSIT

Retention of Existing Deposit. Within ten (10) days of receipt of a request by the Licensor to Replace the Deposit, DSI will send notice to Registered Licensee including a copy of the Exhibit B describing the new materials stating that Licensor requests to replace the existing Deposit.

Registered Licensee has twenty (20) working days from the mailing of such notice by DSI of the Licensor's request of replacement to instruct DSI that the Existing Deposit is to be retained by DSI. A retention of existing Deposit by DSI could incur an additional storage fee as specified from time to time by DSI's schedule of fees. DSI agrees to notify Licensor, in writing, of any Registered Licensee that requests retention of the Existing Deposit.

If Registered Licensee does not instruct DSI to retain the Existing Deposit, DSI shall permit such Existing Deposit to be replaced with Replacement Materials.

Permission is hereby given by Licensor to DSI to retain Existing Deposit if so requested by this Registered Licensee.

KRONOS INCORPORATED  
Licensor

DSI TECHNOLOGY ESCROW SERVICES

Initial \_\_\_\_\_

Initial \_\_\_\_\_

REGISTRATION TO THE DEPOSIT AGREEMENT

Account Number: 15612

ARTICLE

PROVISION FOR VERIFICATION

Verification Rights. If requested by this Registered Licensee, Licensor grants to DSI the right to verify the Deposit for accuracy, completeness and sufficiency. Licensor hereby also permits DSI to verify, audit and inspect the proprietary materials to be held or held in deposit to confirm the quality of the proprietary materials for the benefit of the Registered Licensee. Upon request by Licensor, DSI will issue a copy of the Verification Report to Licensor.

KRONOS INCORPORATED  
Licensor

DSI TECHNOLOGY ESCROW SERVICES

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Initial \_\_\_\_\_



REGISTRATION TO THE DEPOSIT AGREEMENT

Account Number: 15612

ARTICLE

PROVISION FOR CERTIFICATION

Certification by Licensor. Licensor represent and warrants to Registered Licensee that:

- a. The Deposit Materials delivered to DSI consist of the following information:
  - Source code deposited on computer magnetic media; all necessary and available technical documentation which will enable a reasonably skilled computer programmer or analyst to maintain or enhance the Licensed Material without the aid of the Licensor or any other person or reference to any other materials; including maintenance tools (test programs and program specifications), and proprietary or third party system utilities (compiler and assembler descriptions), and a description of the system program generation; descriptions and locations of programs not owned by Licensor but required by Licensor for use and support.
- b. The Deposit Materials are contemplated proprietary materials as licensed to registered Licensee pursuant to the Agreement between the parties. A description of such is attached in Exhibit B.

KRONOS INCORPORATED  
Licensor

DSI TECHNOLOGY ESCROW SERVICES

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Initial \_\_\_\_\_

REGISTRATION TO THE DEPOSIT AGREEMENT

Account Number: 15612

ARTICLE

LIMITATION OF LIABILITY

In no event will DSI be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of DSI for direct damages exceed ten times the fees paid under this Agreement. The foregoing limitation of liability for direct damages does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.

KRONOS INCORPORATED

DSI TECHNOLOGY ESCROW SERVICES

Licensor

Initial \_\_\_\_\_

Initial \_\_\_\_\_

To: Champaign County Board

From: Jeremy Maupin, Administrator of Champaign County Nursing Home

Date: 3/18/05

Re: Health Facilities Planning Board

This last week, ManorCare of Urbana announced that they will be closing on or prior to June 11, 2005. This facility is licensed for 100 skilled beds. The impact this closing will have on the area is significant. While it may be feasible for many of the other facilities to fill their beds, it is likely that the bed inventory for Champaign County will struggle to keep up with the demand. CCNH will be able to take approximately 12-15 residents seeking placement from ManorCare. Although we have 30 additional open beds in our shelter care area, we are not able to fill them due to safety risks.

The Certificate of Need the facility was able to obtain in order to build the new facility required us to use our same bed licensure numbers that we currently have. Those totals are the following:

skilled- 153  
intermediate-56  
shelter-34

One of the goals of the operational plan for CCNH was to eventually phase out shelter care beds. The health facilities planning board regulations state that we are not able to exchange shelter care beds for an intermediate or skilled bed for three years after the project is complete. Two big reasons for phasing out these beds are 1.) The overall trend of higher acuity needs for our residents and 2.) The inadequate Medicaid rates for shelter care clients. Despite these two issues, simply having the beds accessible and built to skilled specifications will allow the facility more flexibility in filling those beds than we currently have in the old facility.

I have asked our attorney for this project to research the possibility of exchanging our current request of 34 shelter care beds in exchange for 34 skilled beds that ManorCare will be giving up in the near future. This would alleviate the Medicaid concern for these beds as well as accommodate the growing market of skilled or intermediate needs of our future residents. This could possibly be done with an alteration to the current Certificate Of Need for our project. By switching out these beds, the facility could generate an additional \$ 450, 000 annually in revenue without adding any scope or size to this project. Up front costs would include the legal work and time of the Champaign County professionals on the team. This estimated revenue is a very conservative amount based on current census trends and projections. In my opinion there is little if nothing to lose and much to gain. If the attempt to exchange the beds fails, I would revisit this issue with

the board and consider making the 34 shelter care beds, private pay beds only when we move to the new building.

Recommendation: Move to direct the CCNH Administrator or designee and County Administrators to work with Duane Morris on altering the current certificate of need for the purpose of exchanging all or a portion of 34 shelter care beds for skilled care beds.



## COUNTY BOARD ADDENDUM II

*County of Champaign, Urbana, Illinois*

*Thursday, March 31, 2005 – 7:00 p.m.*

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*Meeting Room 1, Brookens Administrative Center  
1776 East Washington Street, Urbana*

### **XI      COMMITTEE REPORTS**

#### **E.    HIGHWAY & TRANSPORTATION**

*Anticipated Action from March 31, 2005 Meeting:*

- 1.    Approval of the Resolution awarding of contract for the Replacement of a bridge located in Hensley Road District – Section #03-12885-00-BR.*
- 2.    Approval of the Resolution awarding of contract for the Replacement of a bridge located on the line between Raymond and Ayers Road Districts – Section #03-21891-00-BR.*
- 3.    Approval of the Resolution awarding of contract for the Replacement of two bridges located in Stanton and St. Joseph Road Districts – Section #02-27876-00-BR & Section #02-28877-00-BR.*
- 4.    Approval of the Resolution awarding of contract for the replacement of a Bridge located on the Champaign-Vermilion County Line (Ogden Road District) – Champaign County Section #04-00896-00-BR.*

### **XII     OTHER BUSINESS**

- C.**    Motion to Reconsider the Motion Directing the Administrators to Prepare a Bid for the Procurement of Inmate Phone Services, and Amend the Motion Directing the Administrators to Prepare an RFP for the Procurement of Inmate Phone Services.
- D.**    Acceptance of resignation of Nursing Home Administrator effective May 5, 2005.
- E.**    Appointment of Nursing Home Administrator Search Sub-Committee.