

County Board Meeting

Agenda Item - Distributed November 27, 2018

VIII. Consent Agenda

B. Finance

11. Memorandum Regarding Resolution 2018-378 Authorizing Award of Contract To DEVNET, Inc. Pursuant to RFP 2018-003

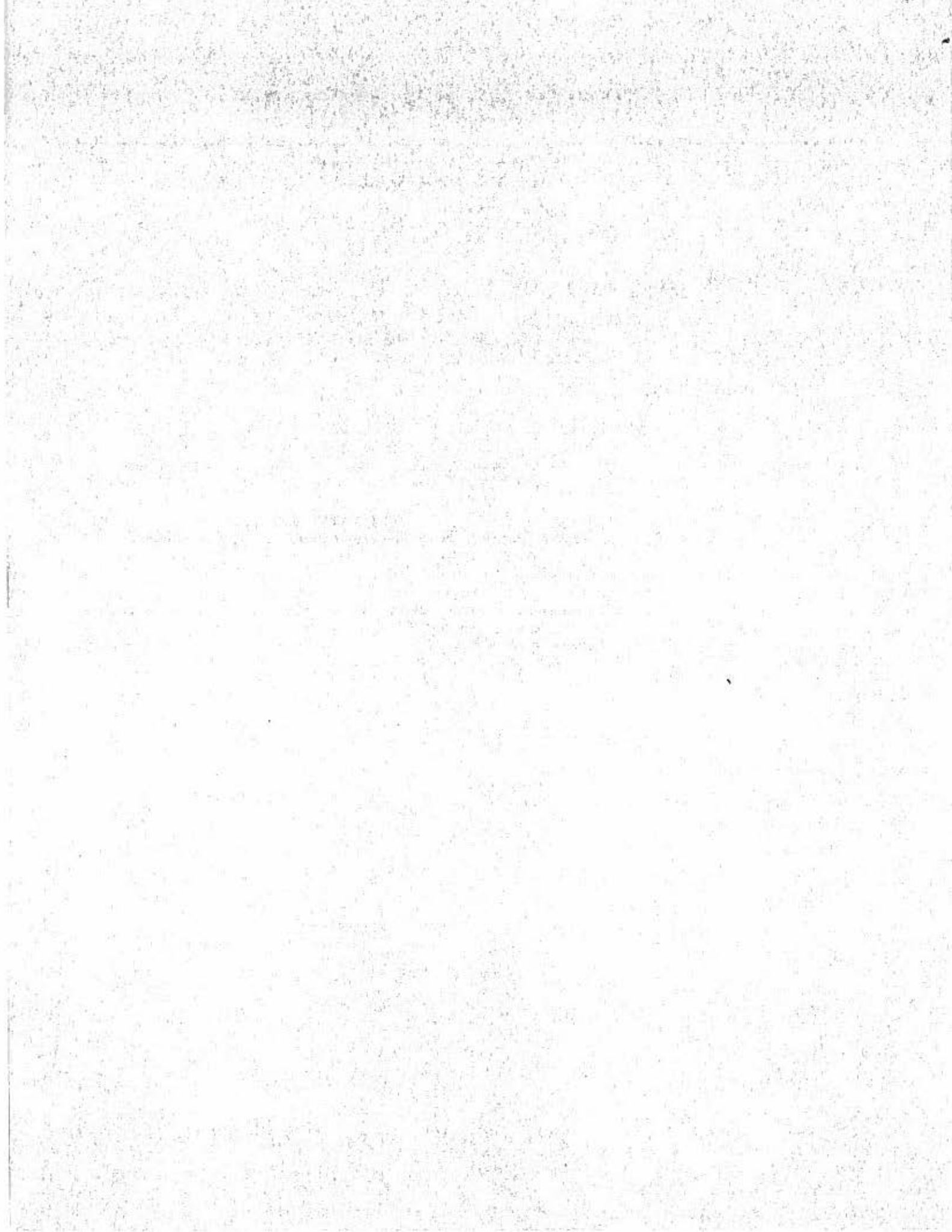
XIII. New Business

A. Finance

4. Adoption of Resolution No. 2018-409 Authorizing Administrator's Full and Final Release of All Claims to Include Attorneys' Fees, Costs & Expenses for the Estate of Caroline Scalzo
5. Adoption of Resolution No. 2018-410 Authorizing Administrator's Full and Final Release of All Claims to include Attorneys' Fees, Costs & Expenses for the Estate of Sonya Kington

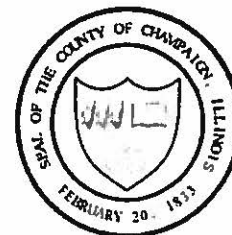
B. Policy, Personnel, & Appointments

1. Revised Resolution No. 2018-397 Approving Property, Liability, and Worker's Compensation Insurance Policies



CHAMPAIGN COUNTY INFORMATION TECHNOLOGY SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581



Andy Rhodes, Information Technology Director

MEMORANDUM

To: County Board Members

**From: Paula Bates, Chief County Assessment Officer
Andy Rhodes, County Information Technology Director**

Re: RFP 2018-003

Date: November 20, 2018

Dear County Board Members,

A few questions have been asked regarding the recommended purchase of DEVNET Incorporated's property tax software.

Over the past five years County IT has been planning for the inevitable retirement of key IT programming staff who provide support for existing, 40 year old, AS400 based systems, which includes the property tax system. The existing property tax system is written in a computer language that is no longer taught locally and the pool of available replacement programmers is thin. One programmer is retiring at the end of 2018 and the other programmer is planning on retiring within the next two years. The current system will be unsupported after that time.

In addition, the current computer assisted appraisal system, ICAAS, which is provided by the Illinois Department of Revenue, is scheduled to be sunsetted in 2019. Without a replacement for this system County Assessment staff and township assessors will be reduced to making hand calculations for property assessments.

With these factors in mind the County Assessment office has been looking for suitable replacement products. Townships that rely on ICAAS to do computer assisted appraisals have also been looking for replacement products. An important consideration for any of these products is acquiring a system that can be integrated all the way across the tax cycle – from assessments to distribution. To that end, in July, 2018 the County hosted a demonstration of DEVNET's CAMA module for townships assessors. The demonstration was well attended and well received.

In September, 2018, the Committee of the Whole approved a request to issue RFP 2018-003 for an Integrated Property Tax Assessment, Extension and Collection System. Responses were received from four firms, including three of the five vendors known to have property tax systems in the State of Illinois. Pursuant to the RFP the four responses were scored and the unanimous choice of the evaluation team (consisting of John Farney, County Treasurer; Leanne Brehob-Riley, CCGISC Director; Sasha Green, Lead Tax Extension Specialist; Paula Bates, Chief County Assessment Officer; and Andy Rhodes, IT Director) was DEVNET Incorporated. Included within the RFP was a schedule for approving a contract and implementing the system.

DEVNET is currently in use in over 60 counties in Illinois, including several as large or larger than Champaign County. They are the predominant property tax software provider in the State. They offer complete and comprehensive on-site and remote support for the software they sell. Counties and townships that currently use DEVNET speak highly of their support. All DEVNET clients, including township assessors, have direct access to their support services. County IT's involvement in providing support to township assessors will be minimal and will only involve what remote connectivity might be needed in order to access the system.

The County has no way of requiring that townships participate in this project; however, with ICAAS being sunsetted in 2019 those that use ICAAS will all need a new method of computer assisted appraising. Townships who maintain their own computer assisted appraisal systems can continue to use them; DEVNET has experience importing and exporting data with virtually every CAMA system in use in Illinois.

For townships that do not have their own systems and cannot afford to purchase one on their own the County plans on developing a formula to help offset the cost of acquiring CAMA licenses from DEVNET starting in 2020. In addition, the City of Champaign is considering a CAMA solution and has been patiently waiting for the County to proceed with this project, which will significantly discount their cost.

The time frame for this project is aggressive. In order for the County to maintain the timeliness of the property tax cycle we have to move forward with this project now. The optimum time frame for implementing a new system is when the County valuations have been finalized by the Board of Review and the final abstract has been submitted to the Illinois Department of Revenue which occurs in late January or early February. If the project is delayed, we will most likely have to wait until January, 2020 to proceed and the project will run up against the expected timeline for implementing an Enterprise Resource Planning (ERP) system to replace the antiquated accounting system.

Thank you again for consideration of this project. If you have any further questions please don't hesitate to contact either of us.



Property Tax and wEdge Software License, Maintenance and Support

in

Champaign County, Illinois

1709 AFTON ROAD, SYCAMORE, IL 60178

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Agreement For DEVNET Inc. Services

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This "Agreement" dated December 1, 2018 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 1709 Afton Road, Sycamore, Illinois 60178, and CHAMPAIGN COUNTY, Illinois (CHAMPAIGN COUNTY), an State unit of local government, having its principal offices at Brookens Administrative Center, 1776 East Washington, Urbana, IL 61802-4581.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, CHAMPAIGN COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and CHAMPAIGN COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1: Definitions

- 1.1 Acceptance**
The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to CHAMPAIGN COUNTY, is installed on CHAMPAIGN COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.
- 1.2 Application Error**
The term "application error" means an error in an application program that causes it to fail and terminate abnormally.
- 1.3 Application Program**
The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow CHAMPAIGN COUNTY to operate its Property Tax database.
- 1.4 Customized Changes**
The term "customized changes" means a program or system change specific to the needs of CHAMPAIGN COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.
- 1.5 Database Error**
The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.
- 1.6 Champaign County Databases**
The term "CHAMPAIGN COUNTY Databases" means the Property Tax data prepared and managed by CHAMPAIGN COUNTY that are stored in electronic format and which are accessible by CHAMPAIGN COUNTY's computer system.

- 1.7 **Champaign County Equipment**
The term "CHAMPAIGN COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the CHAMPAIGN COUNTY. By way of illustration, but not limitation, CHAMPAIGN COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "CHAMPAIGN COUNTY Databases reside, and the communications equipment required to link the CHAMPAIGN COUNTY Databases to any satellite location(s).
- 1.8 **Champaign County Software**
The term "CHAMPAIGN COUNTY Software" means application software, database management software, and operating system software that runs on CHAMPAIGN COUNTY Equipment and CHAMPAIGN COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by CHAMPAIGN COUNTY (or CHAMPAIGN COUNTY's third party vendors), not DEVNET.
- 1.9 **Documentation**
The term "Documentation" means User manuals, CHAMPAIGN COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 **DEVNET Property Tax Software System**
The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.
- 1.11 **Software Maintenance**
The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.12 **Software Support**
The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

ARTICLE 2: Description of Services

- 2.1 DEVNET shall provide CHAMPAIGN COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Article 6 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by CHAMPAIGN COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2008 R2-2012 R2 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Property Tax Assessment Administration Deliverables

- Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Parcel Transfer
- Time Memo Maintenance
- Farmland Processing
- Equalization
- Notices and Reporting
- State Abstracts
- Inquiry
- Board of Review
 - Hearing (Docket) Maintenance
 - Hearing Notices
 - Tentative Board of Review Changes
 - Parcel Maintenance
 - Docket Reporting
 - Final Decision Notices
 - Equalization
 - State Abstracts
 - \$100,000.00 tax reduction notices
- Assessment Level Change and Roll to County Clerk
- Assessor functions for Certificates of Error

Property Tax Extension

- Tax District maintenance
- State Abstracts
- Parcel Maintenance includes:
- TIF Parcel information (If applicable)
- Enterprise Zones (If applicable)
- Notices and Reporting
- State Equalization
- Calculation and Reports
- Equalized Assessed Value

- Tax District Rates
- Tax District Extensions
- PTELL (If applicable)
- Roll to County Collector

Property Tax Collection/Distribution

- Tax Billing
- Mortgage Company ACH
- Hard Copy Bills
- Tax Collection and Distribution
- Treasurer functions for Certificates of Error
- Delinquent Notices
- Tax Sale Processing
- Forfeiture Maintenance
- Reports and Inquiry
- Drainage Parcel Maintenance

Tax Sale Redemption

- Tax Sale Parcel Management
- Redemption Processing
- Print Estimates of Redemption
- Tax Buyer Fee Maintenance
- Tax Buyer Maintenance
- Print Checks to Tax Buyers
- Reports and Inquiry

Mobile Home Module

- Mobile Home Maintenance
- Name and Address Maintenance
- Vehicle Information Maintenance
- Calculate/Print Mobile Home Tax Bills
- Mobile Home Collection.
- Mobile Home Distribution
- Notices and Reporting

DEVNET Hosted wEdge Deliverables

There are many benefits that come with DEVNET hosting the wEdge solution:

- DEVNET maintains the server and infrastructure
- Hosting is offered for FREE with the purchase of wEdge
- All updates, bug fixes, database fixes and phone support for county staff

Not Included: Software support for wEdge online inquiry shall not include:

- a. Phone Support for the public or subscribers. This is chargeable at \$125.00 per hour. The County also has the option of buying support in blocks of hours for the public/subscribers at \$110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

- b. Support due to infrastructure problems at the county site is not covered. Support for this instance is billable at \$125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

DEVNET with Online Collection Solution

DEVNET provides shopping cart functionality partnered with the provider identified below:

Forte Payments Systems
Jami Hughes
Director of Sales
866-290-5400 ext. 721
Jami.Hughes@forte.net
www.forte.net

If IVR will be used with the preferred payment provider approved by DEVNET, an additional setup cost of \$750.00 will apply along with \$125.00 per hour for any support required outside of setup.

2.5 SECURITY

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

2.6 DEVNET shall provide maintenance and support that includes:

- a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. CHAMPAIGN COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.
- b. Software support includes all training, and retraining of CHAMPAIGN COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by CHAMPAIGN COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of CHAMPAIGN COUNTY's staff may have.
- c. Software support shall not include any customized changes to the system, after the system is accepted by CHAMPAIGN COUNTY.

- d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
 - e. DEVNET shall reasonably respond to CHAMPAIGN COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. CHAMPAIGN COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.
- 2.7 DEVNET will attempt to convert CHAMPAIGN COUNTY'S existing current year database and historical years of real property data for use with the DEVNET Property Tax Software System. However, if such conversion is impossible, manual data entry of this information will be required. Only in such instances of impossibility of conversion will CHAMPAIGN County be responsible for said manual data entry and pay the reasonable cost thereof. Any delay by CHAMPAIGN COUNTY in its performance of its obligations under this paragraph shall extend all due dates herein by a like amount of time.
- 2.8 The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois.
- 2.9 DEVNET shall supply the following third party computer software. Included with this software are configuration, on-site setup and installation.

Year 1 Third Party Costs	
Fifteen (15) LeadTools Licenses	\$1,125.00
Total Year 1 Third Party Costs	\$1,125.00

ARTICLE 3: Joint Responsibilities

- 3.1 The parties shall co-develop a CHAMPAIGN COUNTY Training Program to instruct CHAMPAIGN COUNTY personnel in the use of DEVNET Property Tax Software System.
- 3.2 Product design, to ensure consistency of interface and operation of CHAMPAIGN COUNTY Databases.
- 3.3 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.4 Change control planning, to ensure orderly maintenance and enhancement of CHAMPAIGN COUNTY Databases.

ARTICLE 4: CHAMPAIGN COUNTY Responsibilities

- 4.1 CHAMPAIGN COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in CHAMPAIGN COUNTY's Databases.
- 4.2 CHAMPAIGN COUNTY shall allow DEVNET scheduled access to CHAMPAIGN COUNTY Equipment and CHAMPAIGN COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in CHAMPAIGN COUNTY's Databases. Any delay by CHAMPAIGN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 CHAMPAIGN COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the CHAMPAIGN Software and CHAMPAIGN Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by CHAMPAIGN COUNTY. Any delay by CHAMPAIGN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to CHAMPAIGN COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 CHAMPAIGN COUNTY shall provide guidelines to DEVNET regarding use of information contained in the CHAMPAIGN Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by CHAMPAIGN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 CHAMPAIGN COUNTY shall allow DEVNET to use CHAMPAIGN COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to CHAMPAIGN COUNTY, the CHAMPAIGN Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If CHAMPAIGN COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to CHAMPAIGN COUNTY at DEVNET's then-current rates for time and materials. Any delay by CHAMPAIGN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, CHAMPAIGN COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

Hardware Requirements for DEVNET Products

Hardware may be purchased from any third-party vendor of the County's choice. Note that the county or third-party vendor is responsible for setting up the file server and all required third-party software, including the Active Directory/domain and SQL Server.

The following specifications assume a single SQL and File server environment. In an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

If the Application, Image/Document, Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the server specifications described in this section.

These specifications are for a physical server to support the DEVNET solution.

Server Specifications

Minimum less than 100,000 parcels and less than 40 users
2.00+ GHz Quad-Core Processor
32-64 GB RAM
300 GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file ^{1,2}
600 GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, Separate array for the SQL log files may be recommended ^{1,2}
1 TB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Application, Image/Document & Sketch files ^{1,2}
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High Speed Internet Access
VPN remote access
Dual Teamed 1 Gb Ethernet Adapter
N+1 redundant cooling ³
N+1 redundant power ³
Uninterruptible Power Supply ⁴
Windows Server 2012-2016 Standard Edition ⁵
Microsoft SQL Server 2012-2016 Standard Edition ⁵
MS SQL Native Client
.NET Framework 4.5

¹ The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally the amount of historical information added will impact the storage requirements.

² Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

³ The client can substitute an alternative as long as they provide the same level of redundancy.

⁴ The client does not need a UPS specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

⁵ While older Windows and SQL server versions are supported, we recommend using the Windows Server 2016 standard edition and SQL server 2016 standard edition

Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

The lowest server specifications provided in this section provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications provide sustained disk I/O of 450MB/s based on Windows file read write testing.

Workstation Specifications

Minimum
2.0+ GHz single core Processor
4 GB RAM
20GB+ hard drive
Video adapter capable of 1280 x 1024 resolution
19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
Windows p7-10 (ver. 1511+) Pro/Ent
100/1000 Mb Ethernet Adapter
Mouse
MS SQL Native Client
.NET Framework 4.5

Recommended
2.0+ GHz dual core Processor
8 GB RAM
40GB+ hard drive
Video adapter capable of 1280 x 1024 resolution
19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
Windows 7-10 (ver. 1511+) Pro-Ent
100/1000 Mb Ethernet Adapter
Mouse
MS SQL Native Client
.NET Framework 4.5

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts to either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, receipt/slip printer driver will need to support slip wait and cash drawer open via settings in the driver. The DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer. DEVNET has successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

Bar Code Reader

Barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on your barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed. DEVNET recommends the Honeywell Voyager Series bar code reader.

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver. DEVNET recommends the Epson Capture One and Epson TM-S2000 scanners.

Client understands that wEdge is only supported on certain web browsers, and that wEdge will not function for the county or its users unless they are using a supported web browser.

Supported Web Browsers:

DEVNET wEdge is supported on any web browser that fully implements the following features and tool sets:

- ☺ HTML5
- ☺ CSS3
- ☺ jQuery 1.9
- ☺ Microsoft Edge

It is the client's responsibility to have supported web browsers installed and operational on or before the commencement of work to be performed by DEVNET, Inc. pursuant to this agreement.

ARTICLE 5: Term

- 5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13.

ARTICLE 6: Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following five years, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (December 1, 2018-November 30, 2019): For services received by CHAMPAIGN COUNTY under this Agreement during Year 01, CHAMPAIGN COUNTY shall pay to DEVNET the sum of \$100,325.00, payable as follows:

- A. The sum of \$25,925.00 on or before December 1, 2018; and,
- B. The sum of \$24,800.00 on or before March 1, 2019; and,
- C. The sum of \$24,800.00 on or before June 1, 2019; and,
- D. The sum of \$24,800.00 on or before September 1, 2019.

The sums payable for Year 01 services shall be apportioned as follows:

- ⊖ \$85,100.00 for Property Tax software license, maintenance and support.
- ⊖ \$14,100.00 for wEdge software license, maintenance and support.
- ⊖ \$1,125.00 for third-party software and hardware.

- 6.2 Year 02 (December 1, 2019-November 30, 2020): For services received by CHAMPAIGN COUNTY under this Agreement during Year 02, CHAMPAIGN COUNTY shall pay to DEVNET the sum of \$81,680.00, payable as follows:

- A. The sum of \$20,420.00 on or before December 1, 2019; and,
- B. The sum of \$20,420.00 on or before March 1, 2020; and,
- C. The sum of \$20,420.00 on or before June 1, 2020; and,
- D. The sum of \$20,420.00 on or before September 1, 2020.

The sums payable for Year 02 services shall be apportioned as follows:

- ⊖ \$74,000.00 for Property Tax software license, maintenance and support.
- ⊖ \$7,680.00 for wEdge software license, maintenance and support.

- 6.3 Year 03 (December 1, 2020-November 30, 2021): For services received by CHAMPAIGN COUNTY under this Agreement during Year 03, CHAMPAIGN COUNTY shall pay to DEVNET the sum of \$81,680.00, payable as follows:

- A. The sum of \$20,420.00 on or before December 1, 2020; and,
- B. The sum of \$20,420.00 on or before March 1, 2021; and,
- C. The sum of \$20,420.00 on or before June 1, 2021; and,
- D. The sum of \$20,420.00 on or before September 1, 2021.

The sums payable for Year 03 services shall be apportioned as follows:

- ⊖ \$74,000.00 for Property Tax software license, maintenance and support.
- ⊖ \$7,680.00 for wEdge software license, maintenance and support.

6.4 Year 04 (December 1, 2021-November 30, 2022): For services received by CHAMPAIGN COUNTY under this Agreement during Year 04, CHAMPAIGN COUNTY shall pay to DEVNET the sum of \$81,680.00, payable as follows:

- A. The sum of \$20,420.00 on or before December 1, 2021; and,
- B. The sum of \$20,420.00 on or before March 1, 2022; and,
- C. The sum of \$20,420.00 on or before June 1, 2022; and,
- D. The sum of \$20,420.00 on or before September 1, 2022.

The sums payable for Year 04 services shall be apportioned as follows:

- ⊖ \$74,000.00 for Property Tax software license, maintenance and support.
- ⊖ \$7,680.00 for wEdge software license, maintenance and support.

6.5 Year 05 (December 1, 2022-November 30, 2023): For services received by CHAMPAIGN COUNTY under this Agreement during Year 05, CHAMPAIGN COUNTY shall pay to DEVNET the sum of \$81,680.00, payable as follows:

- A. The sum of \$20,420.00 on or before December 1, 2022; and,
- B. The sum of \$20,420.00 on or before March 1, 2023; and,
- C. The sum of \$20,420.00 on or before June 1, 2023; and,
- D. The sum of \$20,420.00 on or before September 1, 2023.

The sums payable for Year 05 services shall be apportioned as follows:

- ⊖ \$74,000.00 for Property Tax software license, maintenance and support.
- ⊖ \$7,680.00 for wEdge software license, maintenance and support.

ARTICLE 7: Ownership; Limited License Granted

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to CHAMPAIGN COUNTY, nor shall title to any CHAMPAIGN COUNTY Equipment or CHAMPAIGN COUNTY Software or asset pass from CHAMPAIGN COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's CHAMPAIGN COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 DEVNET hereby grants CHAMPAIGN COUNTY a revocable, non-transferable, license to install, on the CHAMPAIGN COUNTY Equipment, and use solely for CHAMPAIGN COUNTY's internal business purposes, the compiled application programs of the DEVNET Property Tax Software System. Except as set forth herein, CHAMPAIGN COUNTY may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. The license granted hereunder is subject further to the following additional conditions:
- i. The licensed software may not be installed on any equipment other than the CHAMPAIGN COUNTY Equipment;
 - ii. The CHAMPAIGN COUNTY Equipment shall be located at all times at the CHAMPAIGN COUNTY site; and
 - iii. Authorized users of the licensed software may only access and use the licensed software while onsite at the CHAMPAIGN COUNTY site, and may not access and use the licensed software from a remote location.

CHAMPAIGN COUNTY will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the CHAMPAIGN COUNTY breaches any of these provisions. CHAMPAIGN COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.

- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8: Confidentiality and Nondisclosure

8.1 DEVNET and CHAMPAIGN COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
- ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For CHAMPAIGN COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- A. Use the Confidential Information only as required for this Agreement
- B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:
- A. Is or becomes available to the public through no breach of this Agreement;
 - B. Was previously known by the recipient without any obligation to hold in confidence;
 - C. Is received from a third party free to disclose such information without restriction;
 - D. Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
 - E. Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9: Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. CHAMPAIGN COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, CHAMPAIGN COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. CHAMPAIGN COUNTY's modification or relocation of the CHAMPAIGN equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - B. CHAMPAIGN COUNTY's or any third party's abuse, misuse or negligence;
 - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - D. CHAMPAIGN COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
 - E. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 9.4 CHAMPAIGN COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, CHAMPAIGN COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), CHAMPAIGN COUNTY acknowledges that, as between the parties, CHAMPAIGN COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, CHAMPAIGN COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
- (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
 - (II) Security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10: Indemnification

- 10.1 CHAMPAIGN COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of CHAMPAIGN COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. CHAMPAIGN COUNTY shall promptly notify DEVNET of any claim. CHAMPAIGN COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.2 DEVNET shall defend, indemnify and hold harmless CHAMPAIGN COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify CHAMPAIGN COUNTY of any claim. DEVNET shall cooperate fully with CHAMPAIGN COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.3 To the degree that CHAMPAIGN COUNTY provides software to DEVNET under this Agreement or otherwise, CHAMPAIGN COUNTY warrants that it either owns or has the right to grant DEVNET the usage rights to such software set forth in this Agreement. CHAMPAIGN COUNTY shall indemnify and hold harmless DEVNET against and from all claims, demands, suits, actions, judgments, losses, damages and expenses (including reasonable attorneys fees) made against or incurred by DEVNET for infringement of any United States patent, copyright, or trade secret of any third party arising from or relating to the use of software supplied by CHAMPAIGN COUNTY pursuant to this Agreement. This indemnity and hold harmless obligation shall not apply, however, to the degree that the alleged infringement arises from or relates to modification of the software by DEVNET or by a third party retained by or under the control of DEVNET.
- 10.4 CHAMPAIGN COUNTY shall be solely responsible for insuring that the software development parameters provided to DEVNET by CHAMPAIGN COUNTY comply with all applicable laws, statutes and ordinances. CHAMPAIGN hereby agrees to indemnify and hold DEVNET, its employees, officers, directors and shareholders, harmless from any and all suits, claims, actions, causes of action, losses, damages or other matters that in any way arise from, in whole or in part, the failure or alleged failure of the DEVNET Property Tax Software System to conform to all applicable laws, statutes and ordinances.

ARTICLE 11: Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of CHAMPAIGN COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1: Notices.

ARTICLE 12: Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1: Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.
- 13.4 In the event one Party desires to terminate this Agreement before expiration of the Term when there is not a Default, and the Parties are unable to agree upon a fair and equitable settlement, the Parties will submit the matter to binding arbitration. Each Party will select one (1) arbitrator each with the two (2) selected arbitrators agreeing upon the third arbitrator.

- 15.6 Severability**
If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 15.7 Non-Waiver**
Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 15.8 Exclusive Remedies**
The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.
- 15.9 Compliance with Laws**
Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.
- 15.10 Binding Effect**
This Agreement shall be binding on each Party's successors and assigns, upon signature.
- 15.11 Approvals**
This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.
- 15.12 Survival**
The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

ARTICLE 16: Entire Agreement

- 16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

CHAMPAIGN COUNTY

By: _____
CHAMPAIGN COUNTY
C. PIUS WEIBEL, COUNTY BOARD CHAIR

DEVNET, INC.

By: _____
Michael J. Gentry, President

RESOLUTION NO. 2018-409

AUTHORIZATION FOR ADMINISTRATOR'S FULL AND FINAL RELEASE OF ALL CLAIMS TO INCLUDE ATTORNEYS' FEES, COSTS AND EXPENSES

WHEREAS, Champaign County has entered into negotiations and agreed to the terms as documented in the attached Administrator's Full and Final Release of All Claims to Include Attorneys' Fees, Costs and Expenses in regard to the Estate of Caroline Scalzo;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that C. Pius Weibel, County Board Chair, is hereby authorized to execute the attached Administrator's Full and Final Release of All Claims to Include Attorneys' Fees, Costs and Expenses in regard to the Estate of Caroline Scalzo.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of November, A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

**ADMINISTRATOR'S FULL AND FINAL RELEASE OF ALL CLAIMS
TO INCLUDE ATTORNEYS' FEES, COSTS AND EXPENSES**

KNOW ALL that I, DEBRA GROVE, Individually and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, for the sole and only consideration of One Hundred Seventy Five Thousand Dollars (\$175,000.00), the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release, acquit and forever discharge the COUNTY OF CHAMPAIGN, ILLINOIS, as owner and licensee to operate a facility called Champaign County Nursing Home and CHAMPAIGN COUNTY NURSING HOME, their heirs, administrators, executors, successors, assigns, licensees, independent contractors, employees, former employees, agents, medical directors, administrators, former administrators, officials, board members, physicians, nurses, staff, representatives, therapists, subsidiaries, directors, attorneys and insurers from all claims, causes of action, suits, demands, damages, controversies, liens, actions, claims for attorneys' fees, costs and expenses, rights to reimbursement, and any rights or causes of action, of whatsoever kind or nature, pursuant to statute, at law or in equity, arising out of or on account of claimed injuries to and the death of CAROLINE SCALZO, or loss or damage to person or property, or any other loss or pecuniary injury of whatsoever kind or nature, which I, individually, or as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, now have or may hereafter have on my behalf or on behalf of the Estate of CAROLINE SCALZO, Deceased, or on behalf of all and any next-of-kin or beneficiary of CAROLINE SCALZO, on account of, arising out of, or in consequence of any care, treatment, assessment, examination, services or any alleged act or omission to CAROLINE SCALZO, or any occurrence of any nature, which may have occurred or took place at any time on or prior to December 29, 2014, or at any time when CAROLINE SCALZO was a resident or under the care of or the responsibility of the above-listed releasees and the COUNTY OF CHAMPAIGN, ILLINOIS/CHAMPAIGN COUNTY NURSING

HOME in relation to any care, treatment, assessment, evaluation, services, matter, act or omission or any other allegation or cause of action set forth in any complaint or pleading, as more specifically described in any lawsuit filed by me or the Estate of CAROLINE SCALZO, Deceased, in the Circuit Court of the Sixth Judicial Circuit of Illinois, Champaign County, Case No. 2016-L-144.

I DECLARE AND AGREE that this release and settlement is intended to cover and does cover not only all now known claims, injuries, losses, death and damages, but any claims, injuries, losses and damages not now known or anticipated, but which may later develop or be discovered, including all the effects and consequences thereof.

I DECLARE AND AGREE that no promise or agreement not herein expressed has been made to me or any next-of-kin or beneficiary of CAROLINE SCALZO, Deceased, and that in executing this Release, I am not relying upon any statement or representation made by the parties hereby released or the parties' agents, servants, attorneys, or any other person concerning the nature, extent or duration of the decedent's injuries and subsequent death and damages, or concerning any other allegation of damages, or matter, but am relying solely upon my own judgment and the advice of my attorneys.

I AGREE that the payment of the above sum is in full accord and satisfaction of a doubtful and disputed claim, is made to avoid the expense and delay of further investigation and litigation and is not to be construed as an admission of any liability whatsoever by or on behalf of the above-named, COUNTY OF CHAMPAIGN, ILLINOIS, as owner and licensee to operate a facility called Champaign County Nursing Home and CHAMPAIGN COUNTY NURSING HOME., their heirs, administrators, executors, successors, assigns, licensees, independent contractors, employees, former employees, agents, medical directors, administrators, former administrators, officials,

board members, physicians, nurses, staff, representatives, therapists, subsidiaries, directors, attorneys and insurers, by whom all liability is hereby expressly denied.

IT IS EXPRESSLY AGREED and understood by me that the consideration stated herein is contractual and not a mere recital, and that all agreements between or among the parties are embodied and expressed herein.

I FURTHER DECLARE AND AGREE that as part of the consideration for this settlement and also for this Release, I, as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, do agree to hold harmless, defend and indemnify COUNTY OF CHAMPAIGN, ILLINOIS, as owner and licensee to operate a facility called Champaign County Nursing Home and CHAMPAIGN COUNTY NURSING HOME, and HEYL, ROYSTER, VOELKER & ALLEN, their heirs, administrators, executors, successors, assigns, licensees, independent contractors, employees, former employees, agents, medical directors, administrators, former administrators, officials, board members, physicians, nurses, staff, representatives, therapists, subsidiaries, directors, attorneys and insurers, and any and all other persons from any claim or action against them or any of them, to include requests for attorneys' fees, for any lien, subrogation right or interest, right to reimbursement or repayment from any source. I, as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, do agree that I will honor and pay, or I will compromise and pay, any agreed amount of any and all liens as to or on this settlement fund.

I DECLARE AND AGREE that the settlement of this claim and cause of action and execution of this Release has been approved and authorized by the Circuit Court of the Sixth Judicial Circuit of Illinois, Champaign County, case number 2015-P-246 on the _____ day of _____, 2018.

Attorneys' Fees, Costs and Expenses. DEBRA GROVE, Individually and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased; PATRICIA GIFFORD and SPIROS LAW, P.C., acknowledge that the sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) has been paid jointly to DEBRA GROVE as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, and her attorneys, the receipt of which is hereby acknowledged and is intended to cover any and all claims, demands, causes of action, or rights of action of any kind for attorneys' fees, costs or expenses for any services rendered, or litigation costs or expenses incurred by the attorneys for DEBRA GROVE as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, in the consideration, investigation, representation and prosecution of an alleged and disputed claim on behalf of DEBRA GROVE, Individually, and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased; and further, DEBRA GROVE, Individually and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased; PATRICIA GIFFORD and SPIROS LAW, P.C., agree that this settlement fund will and has been received by them and that this settlement fund is in exchange for and intended to include a release and satisfaction of all claims or rights of action for attorneys' fees, costs and expenses, whether such a claim be based on statute, at law or in equity.

I DECLARE AND AGREE that if any section or part of this Release is held to be invalid by a court of law, that the remaining portions of this Release shall continue to be and remain in full force and effect.

I DECLARE AND AGREE that before signing this Release, I fully informed myself of its contents and meaning and have executed it with full knowledge thereof.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

IN WITNESS WHEREOF, DEBRA GROVE, Individually and as Independent Administrator of the Estate of CAROLINE SCALZO, DECEASED, has hereunto set her hand and seal this ____ day of _____, 2018.

DEBRA GROVE, Individually and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this ____ day of _____, 2018, before me personally appeared DEBRA GROVE, Individually, and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, known to me to be the person who executed this Release and who this day represented to me that she is the Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, authorized to execute this Release on behalf of the Estate of CAROLINE SCALZO, Deceased, and that she executed this Release as her free act and deed, individually and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, for the uses and purposes therein set forth.

Notary Public

ATTORNEY'S AGREEMENT AND ACKNOWLEDGMENT

The undersigned attorneys, on behalf of themselves and their respective law firms, agree to the satisfaction, receipt and release of all claims or rights of action for attorneys' fees, costs and expenses as set forth above.

Dated

Patricia Gifford, as attorney for DEBRA GROVE, Individually and as Independent Administrator of the Estate of CAROLINE SCALZO, Deceased, and on behalf of her law firm, Spiros Law, P.C.

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RESOLUTION NO. 2018-410

AUTHORIZATION FOR ADMINISTRATOR'S FULL AND FINAL RELEASE OF ALL CLAIMS TO INCLUDE ATTORNEYS' FEES, COSTS AND EXPENSES

WHEREAS, Champaign County has entered into negotiations and agreed to the terms as documented in the attached Administrator's Full and Final Release of All Claims to Include Attorneys' Fees, Costs and Expenses in regard to the Estate of Sonya Kington;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that C. Pius Weibel, County Board Chair, is hereby authorized to execute the attached Administrator's Full and Final Release of All Claims to Include Attorneys' Fees, Costs and Expenses in regard to the Estate of Sonya Kington.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of November, A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

**ADMINISTRATOR'S FULL AND FINAL RELEASE OF ALL CLAIMS
TO INCLUDE ATTORNEYS' FEES, COSTS AND EXPENSES**

KNOW ALL that I, PAMELA SAMARA, Individually and as Independent Administrator of the Estate of SONYA KINGTON, Deceased, for the sole and only consideration of One Million Dollars (\$1,000,000.00), the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release, acquit and forever discharge the COUNTY OF CHAMPAIGN, ILLINOIS, as owner and licensee to operate a facility called Champaign County Nursing Home and CHAMPAIGN COUNTY NURSING HOME, their heirs, administrators, executors, successors, assigns, licensees, independent contractors, employees, former employees, agents, medical directors, administrators, former administrators, officials, board members, physicians, nurses, staff, representatives, therapists, subsidiaries, directors, attorneys and insurers from all claims, causes of action, suits, demands, damages, controversies, liens, actions, claims for attorneys' fees, costs and expenses, rights to reimbursement, and any rights or causes of action, of whatsoever kind or nature, pursuant to statute, at law or in equity, arising out of or on account of claimed injuries to and the death of SONYA KINGTON, or loss or damage to person or property, or any other loss or pecuniary injury of whatsoever kind or nature, which I, individually, or as Independent Administrator of the Estate of SONYA KINGTON, Deceased, now have or may hereafter have on my behalf or on behalf of the Estate of SONYA KINGTON, Deceased, or on behalf of all and any next-of-kin or beneficiary of SONYA KINGTON, on account of, arising out of, or in consequence of any care, treatment, assessment, examination, services or any alleged act or omission to SONYA KINGTON, or any occurrence of any nature, which may have occurred or took place at any time on or prior to June 11, 2017, or at any time when SONYA KINGTON was a resident or under the care of or the responsibility of the above-listed releasees and the COUNTY OF CHAMPAIGN, ILLINOIS/CHAMPAIGN COUNTY NURSING HOME in relation to any care, treatment,

assessment, evaluation, services, matter, act or omission or any other allegation or cause of action set forth in any complaint or pleading, as more specifically described in any lawsuit filed by me or the Estate of SONYA KINGTON, Deceased, in the Circuit Court of the Sixth Judicial Circuit of Illinois, Champaign County, Case No. 2018-L-1.

I DECLARE AND AGREE that this release and settlement is intended to cover and does cover not only all now known claims, injuries, losses, death and damages, but any claims, injuries, losses and damages not now known or anticipated, but which may later develop or be discovered, including all the effects and consequences thereof.

I DECLARE AND AGREE that no promise or agreement not herein expressed has been made to me or any next-of-kin or beneficiary of SONYA KINGTON, Deceased, and that in executing this Release, I am not relying upon any statement or representation made by the parties hereby released or the parties' agents, servants, attorneys, or any other person concerning the nature, extent or duration of the decedent's injuries and subsequent death and damages, or concerning any other allegation of damages, or matter, but am relying solely upon my own judgment and the advice of my attorneys.

I AGREE that the payment of the above sum is in full accord and satisfaction of a doubtful and disputed claim, is made to avoid the expense and delay of further investigation and litigation and is not to be construed as an admission of any liability whatsoever by or on behalf of the above-named, COUNTY OF CHAMPAIGN, ILLINOIS, as owner and licensee to operate a facility called Champaign County Nursing Home and CHAMPAIGN COUNTY NURSING HOME., their heirs, administrators, executors, successors, assigns, licensees, independent contractors, employees, former employees, agents, medical directors, administrators, former administrators, officials, board members, physicians, nurses, staff, representatives, therapists, subsidiaries, directors, attorneys and insurers, by whom all liability is hereby expressly denied.

IT IS EXPRESSLY AGREED and understood by me that the consideration stated herein is contractual and not a mere recital, and that all agreements between or among the parties are embodied and expressed herein.

I FURTHER DECLARE AND AGREE that as part of the consideration for this settlement and also for this Release, I, as Independent Administrator of the Estate of SONYA KINGTON, Deceased, do agree to hold harmless, defend and indemnify COUNTY OF CHAMPAIGN, ILLINOIS, as owner and licensee to operate a facility called Champaign County Nursing Home and CHAMPAIGN COUNTY NURSING HOME, and HEYL, ROYSTER, VOELKER & ALLEN, their heirs, administrators, executors, successors, assigns, licensees, independent contractors, employees, former employees, agents, medical directors, administrators, former administrators, officials, board members, physicians, nurses, staff, representatives, therapists, subsidiaries, directors, attorneys and insurers, and any and all other persons from any claim or action against them or any of them, to include requests for attorneys' fees, for any lien, subrogation right or interest, right to reimbursement or repayment from any source. I, as Independent Administrator of the Estate of SONYA KINGTON, Deceased, do agree that I will honor and pay, or I will compromise and pay, any agreed amount of any and all liens as to or on this settlement fund.

I DECLARE AND AGREE that the settlement of this claim and cause of action and execution of this Release has been approved and authorized by the Circuit Court of the Sixth Judicial Circuit of Illinois, Champaign County, case number 2017-P-311 on the _____ day of _____, 2018.

Attorneys' Fees, Costs and Expenses. PAMELA SAMARA, Individually and as Independent Administrator of the Estate of SONYA KINGTON, Deceased; PATRICIA GIFFORD and SPIROS LAW, P.C., acknowledge that the sum of One Million Dollars

(\$1,000,000.00) has been paid jointly to PAMELA SAMARA as Independent Administrator of the Estate of SONYA KINGTON, Deceased, and her attorneys, the receipt of which is hereby acknowledged and is intended to cover any and all claims, demands, causes of action, or rights of action of any kind for attorneys' fees, costs or expenses for any services rendered, or litigation costs or expenses incurred by the attorneys for PAMELA SAMARA as Independent Administrator of the Estate of SONYA KINGTON, Deceased, in the consideration, investigation, representation and prosecution of an alleged and disputed claim on behalf of PAMELA SAMARA, Individually, and as Independent Administrator of the Estate of SONYA KINGTON, Deceased; and further, PAMELA SAMARA, Individually and as Independent Administrator of the Estate of SONYA KINGTON, Deceased; PATRICIA GIFFORD and SPIROS LAW, P.C., agree that this settlement fund will and has been received by them and that this settlement fund is in exchange for and intended to include a release and satisfaction of all claims or rights of action for attorneys' fees, costs and expenses, whether such a claim be based on statute, at law or in equity.

I DECLARE AND AGREE that if any section or part of this Release is held to be invalid by a court of law, that the remaining portions of this Release shall continue to be and remain in full force and effect.

I DECLARE AND AGREE that before signing this Release, I fully informed myself of its contents and meaning and have executed it with full knowledge thereof.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

IN WITNESS WHEREOF, PAMELA SAMARA, Individually and as Independent Administrator of the Estate of SONYA KINGTON, Deceased, has hereunto set her hand and seal this ____ day of _____, 2018.

PAMELA SAMARA, Individually and as
Independent Administrator of the Estate of
SONYA KINGTON, Deceased

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this ____ day of _____, 2018, before me personally appeared PAMELA SAMARA, Individually, and as Independent Administrator of the Estate of SONYA KINGTON, Deceased, known to me to be the person who executed this Release and who this day represented to me that she is the Independent Administrator of the Estate of SONYA KINGTON, Deceased, authorized to execute this Release on behalf of the Estate of SONYA KINGTON, Deceased, and that she executed this Release as her free act and deed, individually and as Independent Administrator of the Estate of SONYA KINGTON, Deceased, for the uses and purposes therein set forth.

Notary Public

ATTORNEY'S AGREEMENT AND ACKNOWLEDGMENT

The undersigned attorneys, on behalf of themselves and their respective law firms, agree to the satisfaction, receipt and release of all claims or rights of action for attorneys' fees, costs and expenses as set forth above.

Dated

Patricia Gifford, as attorney for PAMELA SAMARA, Individually and as Independent Administrator of the Estate of SONYA KINGTON, Deceased, and on behalf of her law firm, Spiros Law, P.C.

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RESOLUTION NO. 2018-397

RESOLUTION APPROVING PROPERTY, LIABILITY,
AND WORKER'S COMPENSATION INSURANCE POLICIES

WHEREAS, The Champaign County Board annually approves insurance policies for the County's various property, liability, and worker's compensation insurance needs for the ensuing fiscal year; and

WHEREAS, the Champaign County Administrative Services Department has, with the assistance of Dimond Brothers Insurance Agency, the County's insurance broker, solicited quotations from the market and negotiated with current providers, and as a result provides the following recommendation for the County's insurance policies for the period from December 1, 2018 to December 1, 2019:

- Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance company in the amount of \$176,505;
- Liability coverage for Champaign County provided by ICRMT in the amount of \$238,162;
- Liability two-year tail coverage for the Champaign County Nursing Home provided by ICRMT in the amount of \$484,726;
- Student Accidental Death & Dismemberment coverage for the Champaign County Head Start program provided by Capitol Indemnity in the amount of \$916;
- Worker's Compensation coverage for Champaign County provided ICRMT in the amount of \$221,628;
- Flood Insurance coverage for Champaign County provided by NFIP/Selective Flood in the amount of \$9,900;
- Unemployment Insurance coverage for Champaign County provided by ICRMT as a rate of 1.797% of the first \$12,960/earned/employee (policy year January 1, 2019 to December 31, 2019);
- Nursing Home Liability tail coverage, two-year reporting period (effective the date of sale) \$484,726;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, Illinois that the following insurance proposals are accepted and approved as the policies to cover Champaign County's property, liability, and worker's compensation insurance needs for the period from December 1, 2018 to December 1, 2019:

- Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance company in the amount of \$176,505;
- Liability coverage for Champaign County provided by ICRMT in the amount of \$238,162;

- Liability two-year tail coverage for the Champaign County Nursing Home provided by ICRMT in the amount of \$484,726;
- Student Accidental Death & Dismemberment coverage for the Champaign County Head Start program provided by Capitol Indemnity in the amount of \$916;
- Worker's Compensation coverage for Champaign County provided ICRMT in the amount of \$221,628;
- Flood Insurance coverage for Champaign County provided by NFIP/Selective Flood in the amount of \$9,900;
- Unemployment Insurance coverage for Champaign County provided by ICRMT as a rate of 1.797% of the first \$12,960/earned/employee (policy year January 1, 2019 to December 31, 2019);
- Nursing Home Liability tail coverage, two-year reporting period (effective the date of sale) \$484,726;

PRESENTED, ADOPTED, APPROVED and RECORDED this 27th day of November, 2018.

C Pius Weibel, Chair
Champaign County Board

Attest:

Gordy Hulten, County Clerk and *Ex-Officio*
Clerk of the Champaign County Board

