



**AGENDA
PUBLIC HEARING FOLLOWED BY REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road
Champaign, Illinois**

Citizens may livestream or listen to the committee meeting and/or Regular Board meeting by accessing the following web address or phone number:

<https://us02web.zoom.us/j/85889942842?pwd=TWdrNXUxS3NpbURPdmgrd2xpMHBVUT09>

Public comment is not available through online video or telephone conference at this time. For those who are interested in sharing public comment, please join the meetings in-person at the address, time, and date listed above.

For online video access, please use the following Meeting ID and Password when prompted:

Meeting ID: 858 8994 2842

Passcode: 955382

Alternatively, the meeting may be accessed by telephone at:

1-312-626-6799, If prompted for the following items, please enter:

Meeting ID: 858 8994 2842, followed by the # symbol

Password: 955382, followed by the # symbol

**Wednesday, October 11, 2023
7:00 p.m.**

PUBLIC HEARING

A. GENERAL OBLIGATION BONDS

The Public Hearing is to discuss and receive public comments on the intent to issue \$1,295,700 in General Obligation Bonds. A Notice of Public Hearing was published in *The News-Gazette* on September 29, 2023.

B. NEW BUSINESS

1. Appointment of Secretary Pro Tem for the October 11, 2023, Public Hearing and Regular Board Meeting

C. PUBLIC COMMENTS

D. CLOSE THE PUBLIC HEARING

REGULAR BOARD MEETING

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of September 2023.

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

1. Attorney's Report
2. President's Report

H. CONSENT AGENDA

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Approval of Minutes of Regular Board Meeting, September 13, 2023 [Link](#)
2. Approval of Minutes of the Executive Session, September 13, 2023
3. Approval of Ratification of BS&A Software as a Service Agreement [Link](#)

I. NEW BUSINESS

1. Approval of Disbursements
Staff requests approval of the list of disbursements for the period beginning September 14, 2023, and ending October 11, 2023. **(Roll Call Vote)**
2. Approval of a Resolution to Terminate License Agreements with the City of Champaign [Link](#)
3. Approval to Solicit Bids for Issuance of General Obligation Bonds
Staff recommends approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,295,700 in General Obligation Bonds for the purpose of paying debt service on certain outstanding obligations and for financing, as applicable, the maintenance, improvements and protection of lands, buildings and parks, including land acquisition, and related design, facilities, improvements and costs, as provided in a resolution adopted by the Board at its Regular Meeting held September 13, 2023. [Link](#)
4. Approval of Appointment of Treasurer
Staff recommends that the Board appoint a Treasurer to the Board.
5. Approval of a Resolution to Authorize Updating Approved Signatory on Bank and Investment Accounts
Staff recommends the Board approve the Resolution presented to add Donna Lawson as an authorized signatory on bank and investment accounts held by the Park District. [Link](#)

J. COMMENTS FROM COMMISSIONERS

K. ADJOURN

AFFP
P23-18089

Affidavit of Publication

STATE OF ILLINOIS }
COUNTY OF CHAMPAIGN } SS

NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE BOARD OF
PARK
COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN
COUNTY, ILLINOIS TO SELL GENERAL
OBLIGATION LIMITED TAX PARK BONDS

Paul Barrett, being duly sworn, says:

That he is Publisher of the News-Gazette, a daily newspaper of general circulation, printed and published in Champaign, Champaign County, Illinois; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 29, 2023

Public notice is hereby given that the Champaign Park District, Champaign County, Illinois (the "District"), will hold a public hearing on October 11, 2023, at 7:00 p.m. The hearing will be held at the Bresnan Meeting Center, 706 Kenwood Road, in Champaign, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation limited tax park bonds of the District in the amount not to exceed \$1,295,700 for the purpose of providing funds to pay for the building, maintaining, improving and protecting the parks and boulevards of the District, and for certain debt service on alternate bonds issued for such purpose and for the payment of expenses incident thereto.

By order of the President of the Board of Park Commissioners of the Champaign Park District, Champaign County, Illinois.

Dated the 13th day of September 2023.

/s/ Jarrod Scheunemann
Secretary, Board of Park Commissioners of the Champaign Park District,
Champaign County, Illinois

1037954 9/29



, Authorized Agent, Champaign County, Illinois

99226021 01037954 217-355-8421

CHAMPAIGN PARK DISTRICT
706 KENWOOD ROAD
CHAMPAIGN, IL 61821

**CHAMPAIGN PARK DISTRICT
MINUTES OF COMMITTEE & REGULAR MEETING
BOARD OF COMMISSIONERS
SEPTEMBER 13, 2023**

The Champaign Park District Board of Commissioners held a Decennial Committee on Local Government Efficiency meeting on Wednesday, September 13, 2023, at 6:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

Present: President Craig W. Hays, Commissioners Barbara J. Kuhl, Jane L. Solon, and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Director of Administrative Services/Board Secretary, Attorney Guy Hall, and Committee Members Brian Davidson and Amy Durukan.

Excused with prior notice duly given: Vice President Timothy P. McMahon

Staff Present: Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, and Jimmy Gleason, Director of Revenue Facilities.

Jeanette Donaldson also attended the meeting.

Call to Order

President Hays called the meeting to order at 6:00 p.m.

Public Comments

None.

Discussion

The committee meeting proceeded with introductions and an overview of the Decennial Committees on Local Government Efficiency Act (50 ILCS 70/1 et seq). Staff reviewed the requirements of the Act and the opportunities it presented for the Park District. The content, format, filing, and utilization of the required reporting were discussed. Commissioner Kuhl shared concerns about the staff time and resources needed to complete the report. The committee addressed the content for the subsequent meetings to include a draft of the report at the next meeting and approval of the report at the third meeting. The second Decennial Committee on Local Government Efficiency meeting is tentatively scheduled for November 8, 2023, at 6:00 p.m. and the third meeting is tentatively scheduled for January 10, 2024, at 6:00 p.m.

There being no further business to come before the committee, Commissioner Solon made a motion to adjourn the Efficiency Committee meeting. The motion was seconded by Commissioner Somers. The motion was unanimously approved to adjourn at 6:45 p.m.

Approved:

Craig W. Hays, Chair & President

Jarrod Scheunemann, Secretary

REGULAR BOARD MEETING

The Champaign Park District Board of Commissioners held Regular Board Meeting on Wednesday, September 13, 2023, immediately following the Decennial Committee on Local Government Efficiency meeting at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

Present: President Craig W. Hays, Commissioners Barbara J. Kuhl, Jane L. Solon, and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Director of Administrative Services/Board Secretary, and Attorney Guy Hall.

Excused with prior notice duly given: Vice President Timothy P. McMahon

Staff Present: Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, and Jimmy Gleason, Director of Revenue Facilities.

Jeanette Donaldson, Amy Durukan, and Chris Nunes from Broken Compass also attended the meeting.

Call to Order

President Hays called the meeting to order at 7:00 p.m.

Public Comments

None.

Communications

None.

Treasurer's Report

Ms. Wallace presented the Treasurer's Report for the month of September 2023 and informed the Board of real estate taxes received. There being no questions or comments from the Board, Commissioner Solon made a motion to accept the Treasurer's Report for the month of September 2023. The motion was seconded by Commissioner Somers. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; President Hays – yes; Commissioner Solon – yes; and Commissioner Somers – yes. The motion passed 4-0.

Executive Director's Report

General Announcements

Ms. Sandquist shared several updates including a grant award that had been applied for by arborist, Jean Burrige to add forty-three (43) trees to Dodds Park; comments from a disc golfer who is appreciative of the Dodds Park course; as well as reminders about the upcoming West Side Park Arts Festival, Hedge Park groundbreaking on October 10th, and IAPD legal symposium on November 2nd.

Commissioner Solon requested more information about why special events are being hosted at flagship parks. Ms. Sandquist responded that a majority of the special events focused on delivery to neighborhood parks through the jazz and movies in the park programs.

Committee and Liaison Reports

Champaign Parks Foundation

Mr. Scheunemann thanked the Park Board for its support of the Ties and Tennies Gala. He commended the efforts of Laura Auteberry, Development Director, Chelsea Norton, Director of

Marketing and Development, the Parks Foundation Directors, gala volunteers such as A.J. Thoma and Tina Davis, and staff who supported the silent auction by creatively entering several items for bid. One hundred and seventy-one (171) people are registered to attend the gala.

Report of Officers

Attorney's Report

Mr. Hall reported that he has been working on several routine matters for the Park District including the sale of vacant land no longer needed, necessary, or useful for park purposes and uses and several easement requests.

President's Report

President Hays noted that the search for a new Treasurer is ongoing. He thanked Commissioner Somers and staff for attending the Skelton Park groundbreaking and stated he is looking forward to the improvements at that park. He requested a report regarding the agreed upon procedures for the agreement with Unit 4 School District to share annual expenses for the Spalding Park baseball field as well as quarterly committee meetings. President Hays also shared the benefits of and requested more information about the availability of NARCAN, its deployment by trained individuals, and PDRMA's opinion on its use by Park District staff.

Consent Agenda

President Hays stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired regarding any item, that item shall be removed and discussed separately.

1. Approval of Minutes of the Regular Board Meeting, August 9, 2023
2. Approval of Minutes of the Executive Session, August 9, 2023
3. Approval of Minutes of the Study Session, August 23, 2023
4. Approval of a Resolution Appointing Michael Lindemann to the Board of Directors of the Champaign Parks Foundation to a Two-Year Term That Expires in 2025
5. Approval of Ratification of Lease Agreement with Illinois Central Railroad for the Greenbelt Bikeway
6. Approval of Bid for Operations Facility and Prairie Farm Roofing Projects
7. Approval of FY24 Vehicle Purchases
8. Approval of Subscription Agreement with BS&A

Commissioner Somers made a motion to approve the Consent Agenda with removal of number five (5) "Approval of Ratification of Lease Agreement with Illinois Central Railroad for the Greenbelt Bikeway" for separate discussion. The motion was seconded by Commissioner Solon. Upon roll call vote, the vote was as follows: Commissioner Somers – yes; President Hays – yes; Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 4-0.

1. Approval of Ratification of Lease Agreement with Illinois Central Railroad for the Greenbelt Bikeway

The Commissioners reviewed the Park District's agreement policy and procedures with staff. They shared concerns regarding the length of the current agreement because of the Park District's investment in trail infrastructure in the leased location. Staff were requested to reach out to the railroad to seek a minimum of a ten-year extension to the agreement.

Commissioner Kuhl made a motion to approve ratification of the lease agreement with Illinois Central Railroad and to request an immediate ten-year extension to the current agreement. The motion was seconded by Commissioner Solon. The motion passed 4-0.

New Business

1. Approval of Disbursements

Commissioner Solon made a motion to approve the list of disbursements for the period beginning August 10, 2023, and ending September 13, 2023. The motion was seconded by Commissioner Somers. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Somers – yes; Vice President Hays – yes; and Commissioner Kuhl - yes. The motion passed 4-0.

2. Approval of a Resolution Initiating the 2023 General Obligation Bond Issue

Ms. Wallace presented the report. She stated that staff recommended the approval of a resolution stating the Park District's need and intent to issue \$1,295,700 of General Obligation Bonds for FYE2024.

Commissioner Solon made a motion to approve a resolution stating the Park District's need and intent to issue \$1,295,700 of General Obligation Bonds for FYE2024. The motion was seconded by Commissioner Somers. The motion passed 4-0.

3. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue

Commissioner Solon made a motion to approve a resolution to set a Public Hearing for Wednesday, October 11, 2023, at 7:00 p.m. at the Bresnan Meeting Center, to discuss the issuance of \$1,295,700 of General Obligation Bonds. Commissioner Somers seconded the motion. The motion passed 4-0.

4. Approval of Easement with i3 Broadband at Thompson Park

i3 Broadband has inquired about Ameren's easement at Thompson Park in relation to this easement. Attorney Hall and staff recommend the Board table the easement until the extraneous matters are resolved.

Commissioner Somers made a motion to table the easement with i3 Broadband at Thompson Park. The motion was seconded by Commissioner Kuhl. The motion passed 4-0.

5. Approval of Quote from Broken Compass for Strategic Visioning

Ms. Sandquist presented a quote from Broken Compass for a visioning project. Mr. Nunes shared his depth and breadth of parks and recreation experience as well as examples of recent consulting and education activities. Ms. Sandquist added the Mr. Nunes is a respected speaker at the IPRA and NRPA conferences.

Discussion and clarifications ensued regarding the three (3) visioning options and pricing as presented in the quotation and the consultant's capacity to complete the project.

Commissioner Solon made a motion to approve an agreement with Broken Compass for a total amount of \$11,400 and authorize the Executive Director to execute the agreement. The motion was seconded by Commissioner Somers. The motion passed 3-1.

Commissioner Kuhl is supportive of strategic visioning; however, she preferred to select and proceed with a smaller package or option one (1) within the quote to determine if all parties work well together before moving forward with a larger scope of work.

6. Approval of the Park District FY25 Facility Fee Schedule

Mr. Gleason reported that several adjustments have been made to the fee schedule to reflect the Board's input from the last meeting's discussion. This included adjustments to the Martens Center gymnasium rental fees and membership fees, the elimination of hourly rates for the John Street pickleball court complex, and Sholem Aquatic Center fees.

Commissioner Somers made a motion to approve the Park District's FY25 Facility Fee Schedule. The motion was seconded by Commissioner Kuhl and thereafter unanimously passed.

Comments from Commissioners

None.

Executive Session

Commissioner Solon moved pursuant to the basis set forth below to convene into Executive Session. The motion was seconded by Commissioner Someres. The motion passed 4-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(5) regarding the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in an open meeting.

Adjourn

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Somers. The motion passed 4-0 and the meeting was adjourned at 8:19 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 3, 2023

SUBJECT: Approval to Ratify Agreement with BS&A

Background

The Park Board authorized staff to move forward with implementation of BS&A Cloud on May 24, 2023. At that time the implementation process was at least one (1) year out once a signed contract was executed. On September 13, 2023 the Board authorized the Executive Director to execute a contract with BS&A for the conversion and implementation to BS&A Cloud. The original cost of the project was \$57,625 with a projected start date of May/June 2024.

Since that time, BS&A has been able to streamline their implementation process. This means that the conversion can be done much faster as there is less setup time involved given the products that the Park District is moving to the Cloud. As such, a revised agreement was drafted and executed that moved the implementation up to within a couple of months, rather than waiting until May/June 2024, within a more appropriate timeline based on other software (SmartRec and Opengov) implementations. The project cost for the new agreement is \$52,660, a savings of \$4,965 plus a much earlier timeline or implementation. There may be additional savings if the new module can be remotely implemented which may reduce on-site travel costs.

The Park District's legal counsel recommended revisions that were not included in the first iteration of the BS&A software as a service agreement. The revisions were agreed upon by BS&A and the Park District's attorney. The amended agreement is presented for ratification to the Board for approval.

Prior Board Action

November 12, 2014: Board approved the initial purchase of BS&A not to exceed \$166,995.

May 24, 2023: Board approved moving forward with BS&A Cloud implementation.

September 13, 2023: Board authorized Executive Director to execute agreement with BS&A.

Budget Impact

The initial deposit of \$11,275 is included in the FYE2024 budget. The remaining costs will be moved into FYE2024 with savings from other planned projects.

Recommended Action

Staff recommend the Board ratify the agreement with BS&A and authorize the Executive Director to execute the agreement.

Prepared by:
Andrea N. Wallace, CPA
Director of Finance

Reviewed by:
Sarah Sandquist, CPRE
Executive Director

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between BS&A Software LLC ("BSA"), a Delaware limited liability company and the Champaign Park District, Champaign County IL ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets forth the terms and conditions under which BSA shall furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. Rights Granted.

- 1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance herewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
- 1.2.** Customer acknowledges that BSA shall not ship copies of the BSA Software Products as part of the SaaS Services.

- 2. Restrictions.** Customer shall not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products shall not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products shall be void. All rights not expressly granted are reserved.

- 3. SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

4. Ownership.

- 4.1.** BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services as set forth in this Agreement. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

5. Limited Software Warranty.

5.1. BSA warrants, for the term of use granted, that the BSA Software Products shall perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, *BUT NOT LIMITED TO*, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS SHALL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA hereby provides a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may terminate within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

7. SaaS Services.

7.1. Customer shall utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.3. Data centers utilized by BSA shall have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA shall use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster shall not be unreasonably withheld by BSA.

7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA shall be responsible for importing backup data and verifying that Customer can log in. Customer shall be solely responsible for running reports and testing critical processes to verify the restored data.

7.5. BSA's systems are reasonably designed to ensure that access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.

- 7.6.** Customer shall not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

SECTION B – PROFESSIONAL SERVICES

- 8. Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Schedule 1 or Schedule 2 to Exhibit A are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA shall bill Customer for the actual fees incurred based on the services provided to Customer.
- 9. Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which shall include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
- 10. License and Ownership.**
- 10.1.** All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
- 10.2.** Subject to Section 10.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
- 11. Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

12. Limited Professional Services Warranty.

- 12.1.** BSA warrants that its Professional Services shall be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim shall be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived, provided that in the event BSA cannot reperform such services, then Customer shall have the right to terminate this Agreement upon any basis identified in Section 26 of this Agreement.
- 12.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

13. Customer Site Access and Assistance.

- 13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as shall be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)
- 13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access shall be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. Maintenance and Support Generally.

- 14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA shall provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support shall continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** shall not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

14.4. Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry.

15. Support.

15.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C** at no additional cost to Customer. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products shall be void.

15.2. Support does not include the following Services: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall include advance cost estimates, and upon completion, shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith subject to good faith dispute.

15.3. Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA shall use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

15.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer. Software shall not be installed by BSA without approval from Customer's technology team.

SECTION D – THIRD PARTY PRODUCTS

16. Third Party Products.

16.1. BSA shall sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

16.2. BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA shall grant and transfer to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E – GENERAL TERMS AND CONDITIONS

17. BSA Proprietary Information.


- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than a **reasonable standard of care**. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4.** If Customer is required, or anticipates that it shall be required, to disclose any Proprietary Information pursuant to a court order or other process of a court or governmental body having appropriate jurisdiction, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law. BSA shall at all times and in all manners cooperate with Customer to disclose what is required pursuant to applicable law upon request.

- 18. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE

Summary of Comments on Champaign Park District Champaign IL - BSA Cloud Contract 10.3.23 with comments of changes.pdf

Page: 6

 Number: 1 Author: andrea.wallace Subject: Highlight Date: 10/4/2023 11:45:04 AM

 Author: andrea.wallace Subject: Sticky Note Date: 10/4/2023 11:45:35 AM
Previously worded "Industry standard"

LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

- 19. Additional Disclaimer.** BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
- 20. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA shall defend Customer against such claim and shall pay resulting expenses, attorney fees, costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.
- 21. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
- 22. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the applicable state or federal court located in Champaign County, Illinois.
- 23. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
- 24. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. In any event, Customer's right to access or use the BSA Software Product shall terminate at the end of the Agreement.
- 25. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

- 26. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement shall not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, shall survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 26.1. Termination for Cause.** If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 26.2. Force Majeure.** Either Party may terminate this Agreement if a Force Majeure event as defined in Section 30 suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 26.3. Lack of Appropriations.** If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 26.4. Failure to Pay SaaS Fees.** Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. If Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 26.5. Convenience.** If Customer terminates SaaS Services for convenience, any SaaS fees already paid shall not be prorated, and shall be retained by BSA.
- 27. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 28. No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement shall not act as, or be deemed as, a waiver or modification to this Agreement, nor shall such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.
- 29. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 30. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

31. Notice. All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it shall become effective.

If to BSA:
BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:
Champaign Park District
706 Kenwood Road
Champaign, IL 61821
Telephone: (217) 398-2550

32. Independent Contractor. This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.

33. Cooperative Procurement. To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope, specifications, and circumstances fitting to that cooperative procurement.

34. Business License. In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.

35. Nondiscrimination. BSA shall not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, gender identity, genetic information, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, military service, or political affiliation. BSA shall post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

36. Taxes. Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. However, Customer is a tax-exempt local governmental body. In the event Customer is deemed not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any such taxes.

37. U.S. Government Rights. Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.

38. Export Control. Certain uses of the Software by Customer may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Customer agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.

39. Contract Documents and Order of Precedence. The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees

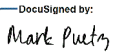
Schedule 2 to Exhibit A – Professional Service Fees

Exhibit B – Annual Service Fees

Exhibit C – Support Call Process

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BS&A SOFTWARE, LLC

By:  _____
DocuSigned by:
B3031FE63C404E6

Name: Mark Puetz

Title: Product Manager

Date: 10/3/2023

CUSTOMER

By:  _____
DocuSigned by:
B30778AA44E641F

Name: Sarah Sandquist

Title: Executive Director

Date: 10/4/2023

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Customer's failure to pay shall be subject to the Illinois Local Government Prompt Payment Act.
2. Any amount not subject to good faith dispute and not paid within the terms provided for in the Illinois Local Government Prompt Payment Act shall be subject to the interest rate set forth in such Act. Any charges not disputed by Customer in good faith shall be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
1. In the event of a phased implementation approach, where different modules are implemented with separate go-live phases, the SaaS fees, Implementation and Training costs and travel expenses shall be invoiced separately for each separate phase of the project.
4. BSA shall invoice Customer \$11,275 upon Effective Date for one half of BSA's Upgrade Implementation fees plus Project Management/Implementation Planning and Data Conversion fees as set forth in Schedule 2.
5. BSA shall invoice Customer \$22,400 upon activation of Customer's site for use of the BSA Software Product(s) upgraded from BSA's .NET applications. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as Upgrades.
6. BSA shall invoice Customer \$6,600 at completion of Implementation and Training. Such amount equals one half of Upgrade Implementation fees, as set forth in Schedule 2.
7. BSA shall invoice Customer \$4,025 upon activation of Customer's site for use of the BSA Software Product(s) shown as New Purchases. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as New Purchases.
8. BSA shall invoice Customer \$8,360 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

Schedule 1 to Exhibit A

SaaS Fees

Upgrade - Cloud Modules

Financial Management

General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825

Subtotal **\$19,800**

New Purchase - Cloud Modules

Financial Management

Accounts Receivable	\$3,825
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Subtotal **\$3,825**

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$2,800

Schedule 2 to Exhibit A**Professional Services Fees****Data Conversions/Database Setup**

Database Setup:

Accounts Receivable (Setup of Billing Items, Penalties)	\$1,650
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Upgrade Implementation**Services include:**

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$13,200

New Purchase Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$3,025

New Purchase Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	1		\$1,100
New Financial Management Modules	Days:	2		\$2,200
	Total:	3	Subtotal	\$3,300

Travel Expenses

\$5,060

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

EXHIBIT B

Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Accounts Receivable	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825
Total Annual Service Fees	\$23,625

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and from 8:30 a.m. to 5:00 p.m. (EST), Fridays, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Errors.** Errors are divided into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
 - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its configuration, diagnose problems, or assist Customer with screen navigation.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between BS&A Software LLC ("BSA"), a Delaware limited liability company and the Champaign Park District, Champaign County IL ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets forth the terms and conditions under which BSA shall furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. Rights Granted.

- 1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance herewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
- 1.2.** Customer acknowledges that BSA shall not ship copies of the BSA Software Products as part of the SaaS Services.

- 2. Restrictions.** Customer shall not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products shall not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products shall be void. All rights not expressly granted are reserved.

- 3. SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

4. Ownership.

- 4.1.** BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services as set forth in this Agreement. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

5. Limited Software Warranty.

5.1. BSA warrants, for the term of use granted, that the BSA Software Products shall perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, *BUT NOT LIMITED TO*, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS SHALL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA hereby provides a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may terminate within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

7. SaaS Services.

7.1. Customer shall utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.3. Data centers utilized by BSA shall have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA shall use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster shall not be unreasonably withheld by BSA.

7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA shall be responsible for importing backup data and verifying that Customer can log in. Customer shall be solely responsible for running reports and testing critical processes to verify the restored data.

7.5. BSA's systems are reasonably designed to ensure that access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.

- 7.6.** Customer shall not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

SECTION B – PROFESSIONAL SERVICES

- 8. Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Schedule 1 or Schedule 2 to Exhibit A are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA shall bill Customer for the actual fees incurred based on the services provided to Customer.
- 9. Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which shall include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
- 10. License and Ownership.**
- 10.1.** All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
- 10.2.** Subject to Section 10.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
- 11. Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

12. Limited Professional Services Warranty.

- 12.1.** BSA warrants that its Professional Services shall be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim shall be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived, provided that in the event BS&A cannot reperform such services, then Customer shall have the right to terminate this Agreement upon any basis identified in Section 26 of this Agreement.
- 12.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

13. Customer Site Access and Assistance.

- 13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as shall be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)
- 13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access shall be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. Maintenance and Support Generally.

- 14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA shall provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support shall continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** shall not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

14.4. Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry.

15. Support.

15.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C** at no additional cost to Customer. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products shall be void.

15.2. Support does not include the following Services: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall include advance cost estimates, and upon completion, shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith subject to good faith dispute.

15.3. Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA shall use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

15.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer. Software shall not be installed by BSA without approval from Customer's technology team.

SECTION D – THIRD PARTY PRODUCTS

16. Third Party Products.

16.1. BSA shall sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

16.2. BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA shall grant and transfer to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E – GENERAL TERMS AND CONDITIONS

17. BSA Proprietary Information.

- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than a reasonable standard of care. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4.** If Customer is required, or anticipates that it shall be required, to disclose any Proprietary Information pursuant to a court order or other process of a court or governmental body having appropriate jurisdiction, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law. BSA shall at all times and in all manners cooperate with Customer to disclose what is required pursuant to applicable law upon request.

- 18. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE

LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

- 19. Additional Disclaimer.** BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
- 20. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA shall defend Customer against such claim and shall pay resulting expenses, attorney fees, costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.
- 21. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
- 22. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the applicable state or federal court located in Champaign County, Illinois.
- 23. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
- 24. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. In any event, Customer's right to access or use the BSA Software Product shall terminate at the end of the Agreement.
- 25. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

- 26. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement shall not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, shall survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 26.1. Termination for Cause.** If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 26.2. Force Majeure.** Either Party may terminate this Agreement if a Force Majeure event as defined in Section 30 suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 26.3. Lack of Appropriations.** If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 26.4. Failure to Pay SaaS Fees.** Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. If Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 26.5. Convenience.** If Customer terminates SaaS Services for convenience, any SaaS fees already paid shall not be prorated, and shall be retained by BSA.
- 27. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 28. No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement shall not act as, or be deemed as, a waiver or modification to this Agreement, nor shall such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.
- 29. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 30. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

31. Notice. All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it shall become effective.

If to BSA:
BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:
Champaign Park District
706 Kenwood Road
Champaign, IL 61821
Telephone: (217) 398-2550

32. Independent Contractor. This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.

33. Cooperative Procurement. To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope, specifications, and circumstances fitting to that cooperative procurement.

34. Business License. In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.

35. Nondiscrimination. BSA shall not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, gender identity, genetic information, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, military service, or political affiliation. BSA shall post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

36. Taxes. Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. However, Customer is a tax-exempt local governmental body. In the event Customer is deemed not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any such taxes.

37. U.S. Government Rights. Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.

38. Export Control. Certain uses of the Software by Customer may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Customer agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.

39. Contract Documents and Order of Precedence. The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees

Schedule 2 to Exhibit A – Professional Service Fees

Exhibit B – Annual Service Fees

Exhibit C – Support Call Process

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BS&A SOFTWARE, LLC

CUSTOMER

By: DocuSigned by:
Mark Puetz
B3031FE53C404E6

By: DocuSigned by:
Sarah Sandquist
B3077BAA44E641F

Name: Mark Puetz

Name: Sarah Sandquist

Title: Product Manager

Title: Executive Director

Date: 10/3/2023

Date: 10/4/2023

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Customer's failure to pay shall be subject to the Illinois Local Government Prompt Payment Act.
2. Any amount not subject to good faith dispute and not paid within the terms provided for in the Illinois Local Government Prompt Payment Act shall be subject to the interest rate set forth in such Act. Any charges not disputed by Customer in good faith shall be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. In the event of a phased implementation approach, where different modules are implemented with separate go-live phases, the SaaS fees, Implementation and Training costs and travel expenses shall be invoiced separately for each separate phase of the project.
4. BSA shall invoice Customer \$11,275 upon Effective Date for one half of BSA's Upgrade Implementation fees plus Project Management/Implementation Planning and Data Conversion fees as set forth in Schedule 2.
5. BSA shall invoice Customer \$22,400 upon activation of Customer's site for use of the BSA Software Product(s) upgraded from BSA's .NET applications. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as Upgrades.
6. BSA shall invoice Customer \$6,600 at completion of Implementation and Training. Such amount equals one half of Upgrade Implementation fees, as set forth in Schedule 2.
7. BSA shall invoice Customer \$4,025 upon activation of Customer's site for use of the BSA Software Product(s) shown as New Purchases. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as New Purchases.
8. BSA shall invoice Customer \$8,360 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

Schedule 1 to Exhibit A**SaaS Fees****Upgrade - Cloud Modules****Financial Management**

General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825

Subtotal **\$19,800****New Purchase - Cloud Modules****Financial Management**

Accounts Receivable	\$3,825
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Subtotal **\$3,825****Hosting Fees**

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$2,800

Schedule 2 to Exhibit A**Professional Services Fees****Data Conversions/Database Setup**

Database Setup:

Accounts Receivable (Setup of Billing Items, Penalties)	\$1,650
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Upgrade Implementation**Services include:**

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$13,200

New Purchase Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$3,025

New Purchase Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	1		\$1,100
New Financial Management Modules	Days:	2		\$2,200
	Total:	3	Subtotal	\$3,300

Travel Expenses

\$5,060

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

EXHIBIT B

Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Accounts Receivable	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825
Total Annual Service Fees	\$23,625

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and from 8:30 a.m. to 5:00 p.m. (EST), Fridays, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Errors.** Errors are divided into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
 - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its configuration, diagnose problems, or assist Customer with screen navigation.



**CHAMPAIGN
PARK DISTRICT**

10/11/23

The Honorable Dorothy David
City Manager
City of Champaign
102 N. Neil Street
Champaign, IL 61820

RE: Citizen's Park / License Termination

Dear Dorothy:

As we know, the City of Champaign (City) and Champaign Park District (Park District) have entered into a collaborative agreement regarding development of Hedge Park in the Garden Hills area of Champaign. In that same area, the City previously granted license(s) to the Park District for an area known as Citizen's Park. As you may know, Citizen's Park is a rather small area and it has not been routinely utilized as a park in part due to space limitations. The Park District's understanding and plan has been for Citizen's Park to be returned to the City as the Park District has no meaningful ability to use that area which is at the intersection of two (2) streets. That is, it cannot be suitably programmed, nor utilized in any other reasonable manner for citizens.

The Board of Commissioners of the Park District understands that you have been in communication with the Park District's Executive Director, Sarah Sandquist, regarding termination of the license agreements. Pursuant to Ms. Sandquist's recommendations, the Board has decided to terminate the license agreements, and this letter serves as the Park District's formal notice in that regard. Accordingly, pursuant to Section 5 of the Citizen's Park license agreements, the Champaign Park District hereby serves this notice of termination upon the City of Champaign effective as of ninety (90) days after the City's receipt of this letter. If you should have any questions or wish to discuss this matter, please be in touch with Ms. Sandquist. Thank you and City staff for your cooperation and attention to this matter.

Respectfully yours,

Timothy P. McMahon
Board Vice President
Champaign Park District

Champaign Park District

706 Kenwood Road
Champaign, Illinois 61821-4112
217.398.2550 Phone
217.355.8421 Fax
www.champaignparks.org

Park Commissioners

Craig W. Hays
Barbara J. Kuhl
Timothy P. McMahon
Jane L. Solon
Mike Somers

Officers

Jarrod Scheunemann, *Secretary*
Guy C. Hall, *Attorney*
Sarah Sandquist, *Executive Director*

**CHAMPAIGN PARK DISTRICT
BOARD OF PARK COMMISSIONERS**

RESOLUTION

WHEREAS, the Champaign Park District is a municipal corporation governed by a Board of Park Commissioners pursuant to the Illinois Park Code, 70 ILCS 1205/1-1, *et seq.*; and

WHEREAS, the Champaign Park District's principal address is 706 Kenwood Road, Champaign, Illinois; and

WHEREAS, the Champaign Park District is a licensee from the City of Champaign for a parcel of land known as Citizen's Park and legally described as set forth in Exhibit "A"; and

WHEREAS, the Champaign Park District and City of Champaign did on or about November 20, 1990 and December 11, 1991 enter into agreements whereby the City of Champaign granted the Champaign Park District licenses solely for use for park purposes, including ornamental landscaping; and

WHEREAS, the Champaign Park District and City of Champaign understand and acknowledge that the aforementioned license agreement may be terminated by the Champaign Park District upon ninety (90) days notice to the City of Champaign; and

WHEREAS, the Champaign Park District Board of Commissioners by this resolution has determined that the public interest would be best served by terminating the license agreements for the area known as Citizen's Park.

NOW, THEREFORE, BE IT RESOLVED that the Champaign Park District Board of Commissioners hereby resolves, declares, and affirms that the license agreements with the City of Champaign as described herein for the area known as Citizen's Park located at the corner of Garden Hills Drive and Summerlin Lane be terminated effective ninety (90) days after notice of this resolution is received by the City of Champaign.

Approved by the Board of Commissioners of the Champaign Park District this _____ day of October, 2023.

Ayes _____

Nays _____

APPROVED:

Timothy P. McMahon, Vice President

ATTEST:

Guy C. Hall, Secretary *pro tem*

EXHIBIT "A"

Legal description of Licensed Property:

Part of Lot 224 in the Third Plat of Garden Hills Subdivision, Champaign County, Illinois, the boundary of which is described as follows:

Beginning at the Northwest corner of said Lot 224, proceed on an assumed bearing of North $60^{\circ}22'25''$ East along the Southerly Right-of-Way Line of Summerlin Lane, 78.57 feet to a corner on said Southerly Right-of-Way line of Summerlin Lane; thence around the arc of a circular curve to the right along said Southerly Right-of-Way Line of Summerlin Lane and the Westerly Right-of-Way Line of Garden Hills Drive, said curve having a radius of 25.00 feet, a chord length of 43.22 Feet, a chord bearing of South $59^{\circ}39'29''$ East for an arc length of 52.20 Feet to a corner on said Westerly Right-of-Way Line of Garden Hills Drive; thence South $00^{\circ}01'05''$ East along said Westerly Right-of-Way Line of Garden Hills Drive, 16.90 Feet; thence South $89^{\circ}57'37''$ West, 105.62 Feet to the Point of Beginning, encompassing 0.06 Acres more or less (as shown on the attached Plat of Survey); EXCEPT the South 4 feet thereof. (Part of Permanent Parcel No. 41-20-02-378-001).



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 3, 2023

SUBJECT: Authorization to Solicit Bids for the 2023 General Obligation Bond Issue

Background

Each year, the Board approves authorizing the Treasurer and Director of Finance to solicit bids for the issuance of bonds. This year, the amount of bonds will be \$1,295,700. The general purpose of these bonds is to provide funds to pay for the building, maintaining, improving and protecting of Park District parks and boulevards and the payment of expenditures incident thereto. Specifically, a portion of the funds will be used to pay for the principal and interest of the Alternative Revenue Bond issue.

Prior Board Action

At the September 13, 2023, Board meeting, the Board set the date for the public hearing as October 11, 2023, related to this bond issue.

Budget Impact

None related to solicitation of bids other than the public notice, which is approximately \$80, and has been included in the FYE2024 budget.

Recommended Action

Staff recommends Board approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,295,700 in General Obligation Bonds.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Sarah Sandquist, CPRE
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 3, 2023

SUBJECT: Authorization to update approved signatories on bank and investment accounts

Background

The Board of Commissioners updated the signatories to include the Executive Director and Secretary and Director of Finance on November 23, 2022. The past treasurer resigned effective May 1, 2023, and this appointed position has been vacant since. The past treasurer was not a signatory on the accounts. A resolution to add the newly appointed Treasurer as a signatory on accounts must be approved to make this change applicable. Per the Park District policy and ordinance, the authorized signatories will consist of the Executive Director, Secretary, Director of Finance, and Treasurer.

The new Treasurer is anticipated to be appointed at this Regular Meeting and will be included as a new signatory within the resolution if approved.

Prior Board Action

November 23, 2022, Resolution approved to remove Joseph DeLuce and add Sarah Sandquist, in addition to Jarrod Scheunemann as Secretary to the approved signatories on the Park District accounts.

Recommended Action

Staff recommends the Board approve the Resolution presented to add Donna Lawson as an authorized signatory on bank and investment accounts held by the Park District.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Sarah Sandquist, CPRE
Executive Director

**CHAMPAIGN PARK DISTRICT
RESOLUTION**

WHEREAS, the Board of Commissioners of the Champaign Park District, an Illinois municipal corporation, is required to designate and update authorized signatories at financial institutions from time to time for investment and banking purposes; and

WHEREAS, the Board of Commissioners of the Champaign Park District has previously determined that the Executive Director, Treasurer, Secretary, and Director of Finance are authorized to sign for disbursements and transact business, including without limitation, savings, checking, investments, accounts, and other financial instruments; and

WHEREAS, Donna Lawson has been duly appointed, sworn, and authorized as the Treasurer of the Champaign Park District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Champaign Park District hereby authorizes the Director of Finance to add and include Donna Lawson, the Treasurer, to the Executive Director, Secretary, and Director of Finance as such an authorized signatory in order to process disbursements and transact all other applicable Champaign Park District business.

APPROVED by the President and Board of Commissioners of the Champaign Park District this 11th day of October 2023.

APPROVED:

Timothy P. McMahan, Vice President

ATTEST:

Guy Hall
Secretary Pro Tem of the Board
Champaign Park District