



# AGENDA

## County Operations Committee

Monday, June 25, 2018

@ 2:00 PM

Peoria County Courthouse, Room 402

1. **Call to Order**
2. **Approval of Minutes**
  - April 23, 2018
  - May 10, 2018
3. **Informational Items/Reports/Other Minutes/Updates**
  - New Hire & Vacancy Report
4. **Resolution**
  - Metasys Software Upgrade
5. **Committee Action**
  - Review of Executive Session Minutes
6. **Miscellaneous**
7. **Adjournment**

**DRAFT**

**MINUTES  
County Operations Committee  
April 23, 2018  
@ 2:00 p.m.**

<b>MEMBERS PRESENT:</b>	<b>Thomas O'Neill</b> – Chairman; <b>Paul Rosenbohm</b> – Vice Chairman; <b>Gregory Adamson, Rachael Parker, Kate Pastucha, William Watkins, Jr.</b>
<b>MEMBERS ABSENT:</b>	<b>Steven Rieker, Barry Robinson</b>
<b>OTHERS PRESENT:</b>	<b>Scott Sorrel</b> - County Administrator; <b>Shauna Musselman</b> - Assistant County Administrator; <b>Larry Evans</b> - State's Attorney's Office; <b>Andrew Rand</b> – County Board Chairman; <b>Randy Brunner</b> – Interim Chief Financial Officer; <b>Angela Loftus</b> - County Administration; <b>Mark Little</b> - Chief Information Officer; <b>Gretchen Pearsall</b> – Director of Strategic Communications; <b>Ilene Weber</b> – County Administration; <b>Brian Asbell, Doug Gaa</b> - Sheriff's Office; <b>Nicole Demetreas</b> – Treasurer; <b>Steve Tarter</b> - PJS

**Call to Order**

Chairman O'Neill called the meeting to order at 2:00 p.m.

**Approval of Minutes**

A motion to approve the executive session minutes of December 18, 2017 and February 26, 2018, and regular session minutes of February 26, 2018 (with language clarification) and April 12, 2018 was made by Ms. Parker and seconded by Mr. Rosenbohm. The motion carried.

**Informational**

• **New Hire & Vacancy Report**

Mr. Sorrel advised that the report shows activity for January 1, 2018 through March 1, 2018. He stated that of the offices that report to the County Administrator, 9 positions are occupied and 11.23 FTEs are vacant, of which 2.6 are funded. He advised that 159.95 positions are occupied and 39.8 FTEs are vacant within Elected Officials offices, of which 19.3 are funded. He stated that there are two occupied quasi-independent positions in the General Fund (Election Commission), with one of those positions vacant and unfunded.

Mr. Sorrel advised that the report details 370.5 occupied FTEs throughout the entire organization, 119.4 of which are vacant. He added that 83.8 of those vacant positions are funded.

**Resolution**

• **Elected Officials Salaries**

A motion to approve was made by Mr. Watkins and seconded by Mr. Adamson. Mr. Sorrel advised that the County Board is required by Statute to set the salaries of elected officials 180 days prior to the date those are sworn into office on December 1, 2018. He stated that for this cycle, the County Board is required to set the salaries of the upcoming 4-year term of the County Clerk, Treasurer, and Sheriff. He also stated that the same statute applies to County Board Districts up for election in November.

Mr. Sorrel advised that salary recommendations are based on feedback received from this committee, and include setting the salary for those 4-year terms as follows: County Clerk and Treasurer would be frozen at their current salaries (\$103,990.00), with an additional \$1,250.00

Annual Service Payment. The Sheriff's salary would be frozen at the current salary of \$122,058.00 as the base, an Annual Service Payment of \$1,250.00, and \$15,000.00 as Supervisor of Safety, an optional designation within statute, for a total compensation for the 4-year term of \$138,308.00. He added that the Sheriff's base salary with the addition of the Supervisor of Safety stipend equals \$137,058.00.

Mr. Sorrel advised that County Board members up for election in 2018 and Committee Chairs are proposed to have their salaries frozen at their current rates.

Mr. Rand commended the County Clerk, the Treasurer and the Sheriff for taking on increased responsibilities with declining budgets. He stressed that all three positions are doing "more with less", and questioned freezing the salaries of the positions for the next four years. Mr. Adamson agreed, stating he favors a uniform increase in salary for the three positions.

Mr. Sorrel advised that the average salary increase the elected positions since 1996 is in the range of 2% to 2.5%. Mr. Adamson asked the cost of living increase in the State of Illinois for the past three years, and Mr. Sorrel indicated that CPI (Urban) tied to his own employment agreement is at 2.1%. Mr. Adamson further commented that he would be in favor of a salary increase in the 2% to 2.5% range.

Mr. Rosenbohm also agreed with an increase in the 2% to 2.5% range. He asked about the Sheriff's \$15,000.00 stipend as "Supervisor of Safety", and asked if the level of responsibility within that designation has changed with the establishment of the Health Department as the EMA designee. Sheriff Asbell advised that by statute, the Sheriff is Director of Public Safety; however, EMA duties are also included within the title. He noted that although the administrative/grant functions have been allocated to the Health Department, the Sheriff's Department will continue to have law enforcement responsibility for emergency management services.

Sheriff Asbell advised that although the Office of the Sheriff has contended with reduction of monies and staff, the Office exceeded budget recommendations, in addition to implementation of positive programs and services undertaken, he is aware of the County's current financial issues, and advocates keeping the Sheriff's salary flat for the next four-year cycle.

Mr. Sorrel explained that the "Supervisor of Safety" stipend, a statutory stipend under the Board's discretion, was first initiated on December 1, 2006 at an amount of \$5,000.00 per year, and was increased to \$15,000.00 on December 1, 2014, the initial year of the current expiring term. He commented that a resolution was passed in 2014 designating the Sheriff's Office and the Sheriff as the EMA entity. Ms. Parker questioned why the \$15,000.00 EMA stipend continues to be a separate line item and has not been incorporated into the Sheriff's base salary. She also asked if the amount should be revised if the stipend continues to be separate, as the EMA functions are now shared with the Health Department.

Mr. Sorrel provided 2% and 2.5% figures for the three county-wide elected positions:

County Clerk and Treasurer

- one-time 2% raise = \$2,080.00/\$106,070.00
- one-time 2.5% raise = \$2,600.00/\$106,590.00
- increase of 2% each year = \$112,562 at end of 4-year term
- increase of 2.5% each year = \$114,786.00 at end of 4-year term

Sheriff

- one-time 2% raise = \$2,441.00 / added to base = \$139,499.00 in first year (not including \$1,250.00 annual service payment)
- one-time 2.5% raise = \$3,051.00 / added to base = \$140,109.00 in first year (not including \$1,250.00 annual service payment)

- increase of 2% each year = \$147,120 at end of 4-year term
- increase of 2.5% each year = \$149,729.00 at end of 4-year term

Mr. Sorrel clarified that the annual service payment was a compromise reached on the County Board floor in 2016 in lieu of an add to the base salary for the three positions. He reiterated that the current salaries of the County Clerk and Treasurer are set at \$103,990.00, and the Sheriff's base salary is set at \$122,058. He noted that the Sheriff's salary including the Supervisor of Safety stipend totals \$137,058.00.

A motion was made by Mr. Adamson for an annual salary increase of 2.25% for the positions of County Clerk, Treasurer and Sheriff, and was seconded by Mr. Rand.

(Ms. Pastucha enters meeting at 2:51 p.m.)

A motion for a friendly amendment to Mr. Adamson's motion was made by Mr. Rand to eliminate the \$1,250.00 Annual Service Payment for the three positions, reduce the Supervisor of Safety stipend to \$5,000.00 and incorporate that amount into the base salary of the Sheriff, while retaining the 2.25% annual increase for the 4-year term. Ms. Parker seconded the amendment.

The motion as amended carried unanimously.

### **Adjournment**

The meeting was adjourned by Chairman O'Neill at 2:55 p.m.

*Recorded and Transcribed by: Jan Kleffman*

**DRAFT**

**MINUTES  
Special County Operations Committee  
May 10, 2018  
@ 5:00 p.m.**

<b>MEMBERS PRESENT:</b>	<b>Paul Rosenbohm</b> – Vice Chairman; <b>Gregory Adamson, Kate Pastucha, Steven Rieker, William Watkins, Jr.</b>
<b>MEMBERS ABSENT:</b>	<b>Thomas O’Neill</b> – Chairman; <b>Rachael Parker, Barry Robinson</b>
<b>OTHERS PRESENT:</b>	<b>Scott Sorrel</b> - County Administrator; <b>Shauna Musselman</b> - Assistant County Administrator; <b>Larry Evans</b> - State's Attorney's Office; <b>Andrew Rand</b> – County Board Chairman; <b>James Dillon, Allen Mayer, Stephen Morris, Sharon Williams</b> – County Board Members; <b>Randy Brunner</b> – Interim Chief Financial Officer; <b>Julie Ciesla</b> – Finance; <b>Mark Little</b> - Chief Information Officer; <b>Ilene Weber</b> – County Administration; <b>Doug Gaa</b> - Sheriff's Office; <b>Nicole Demetreas</b> – Treasurer

**Call to Order**

Vice Chairman Rosenbohm called the meeting to order at 5:04 p.m.

**Resolution**

• **Elected Officials Salaries**

Mr. Sorrel noted that the committee adopted a resolution at its April 23, 2018 meeting which made no changes to the salaries of County Board Members and Committee Chairpersons, removed the \$1,250.00 Annual Service Payment from the County Clerk, Treasurer and Sheriff, increased the base salary of the County Clerk and Treasurer by 2.25% per year for each year of their term, removed the Supervisor of Safety salary from the Sheriff, added \$5,000.00 to the Sheriff’s base salary, and increased the base salary by 2.25% per year for each year of the Sheriff’s term.

Mr. Sorrel advised that after multiple discussions with committee and other county board members in terms of alternatives, he recommends that the committee entertain a substitute motion putting Rosenbohm Amendment #2 on the floor for discussion purposes. Mr. Rosenbohm explained that after drafting an original Amendment, he determined he would not have sufficient votes for passage. He then re-drafted the Amendment as Amendment #2 as a compromise that would potentially receive more widespread support.

A motion to put Rosenbohm Amendment #2 on the floor for discussion was made by Mr. Rieker and seconded by Mr. Watkins.

Mr. Sorrel advised that Rosenbohm Amendment #2 makes no changes to the salaries of County Board Members and Committee Chairpersons, sets a \$1,250.00 Annual Service Payment for the County Clerk, Treasurer and Sheriff for the first two years of their terms, maintains the Supervisor of Safety salary for the Sheriff at the current level of \$15,000.00 per year, freezes the annual salary of the County Clerk, Treasurer, and Sheriff at the current amounts for the first two years of the their term, and increases the annual salary of the County Clerk, Treasurer, and Sheriff by 2.25% each for the third and fourth years of their term.

(Mr. Adamson enters meeting.)

Ms. Pastucha distributed a summary outlining salary comparisons among elected officials in Peoria County and comparable Illinois counties, including cost of living statistics. She commented that

Peoria County salaries for the three positions being considered are higher than those in the most comparable counties, with the Sheriff's wages being significantly higher with the inclusion of the \$15,000.00 Supervisor of Safety salary. She also noted that the Supervisor of Safety salary was for EMA responsibilities which were delegated to another individual by the Sheriff, and with the transference of responsibilities to the Health Department, supported elimination of the payment.

Ms. Pastucha also expressed concern with the growing discrepancy in salary between the three positions being considered, and the three elected positions that had salaries frozen in 2016. She stated support for freezing the salary of the County Clerk, Treasurer and Sheriff for four years. Mr. Sorrel noted that the elected office salaries not up for consideration in 2018 have generally been paid less than the office up for consideration under this resolution. He stated that past minutes dating back to at least 1993 reflect that prior County Boards determined the County Clerk, Treasurer and Sheriff positions were of greater import to county functions than the remaining elected positions.

Mr. Adamson commended the admirable work of the County Clerk, Treasurer and Sheriff in cost saving measures and overall job performance. He also commented on the long hours involved in the Sheriff's position. He reiterated his support of the 2.25% increase for all three positions, and although cognizant of budget constraints, categorized the increase as more a cost of living increase as opposed to a raise.

Mr. Rieker stressed the point that salaries are set for a position, not an individual or a job performance, with salary to be considered based upon job expectation of the position, and not the person holding the position.

Mr. Rand stated that although he will support the recommended Amendment #2, he emphasized the original rationale for reducing the Supervisor of Safety payment was due to the transfer of EMA duties from the Sheriff to the Health Department. He further added that long hours come with the position of Sheriff. He noted Sheriff Asbell had advocated for no raise in his pay at the April meeting of the County Operations Committee.

Mr. Dillon stressed that the salary freeze in the first two year of the terms is not a reflection of job performance, noting that union employees and other elected officials have agreed to salary freezes in the past several years in compromise and recognition of Peoria County budget concerns. He said the proposed resolution is a fair compromise, with a salary freeze upfront, a cost of living increase in the last two years, and no cut in salary.

Mr. Adamson asked if there was a means of quantifying an increased value resulting from the transfer of EMA oversight to the Health Department, and Mr. Sorrel stated that designating the Public Health Administrator as the EMA Administrator enables access to additional emergency management planning funding only available to Health Departments. Mr. Adamson requested an estimate of the increase in grant funding as a result of the transfer of responsibility. Mr. Sorrel advised that he would request figures from the Public Health Administrator and report upon receipt of the information.

The motion to approve Amendment #2 as presented carried (4-1), with Ms. Pastucha voting nay.

### **Adjournment**

The meeting was adjourned by Vice Chairman Rosenbohm at 5:45 p.m.

**June 2018 New Hire and Vacancy Report (Activity March 1, 2018 through May 31, 2018)**

Department	Position Title	Status	Full Time Equivalent (FTE)			Comment	Vacancy Created	Date Filled	Weeks Vacant	Posted Y/N
			Occupied	Vacant	Funded Vacant					
COUNTY ADMINISTRATION	P/T COMMUNICATIONS SPECIALIST	PT	0.00	0.60	0.60		6/28/2017		48.14	N
	COMMUNICATIONS INTERN	TEMP					4/4/2018			Y
	COMMUNICATIONS/HR INTERN	TEMP					4/5/2018			Y
FINANCE	CHIEF FINANCE OFFICER	FT	0.00	1.00	1.00	INTERIM TEMP ASSIGNMENT	1/26/2018	1/29/2018	0.43	Y
	P/T HOMESTEAD EXEMPTION CLERK/ADMIN ASST	PT	0.00	0.63	0.00	PROM TO F/T DEP ASSESSOR	5/8/2017		55.43	N
<b>GENERAL FUND - COUNTY ADMINISTRATOR SUBTOTAL</b>			<b>0.00</b>	<b>2.23</b>	<b>1.60</b>					

STATE'S ATTORNEY	ASST ST ATTY/DRUG FORF	FT	0.00	1.00	1.00		6/16/2017		49.86	N
	ASST ST ATTY, MISDEMEANOR P/T	PT	0.00	0.50	0.50		4/15/2016		110.86	N
CIRCUIT CLERK	CLERK, DEPUTY CIVIL	FT	1.00	2.00	2.00		10/6/2017		33.86	N
							2/28/2017		65.29	N
	CLERK, DEPUTY CRIMINAL	FT	1.00	1.00	1.00		4/5/2018		8.00	N
	CLERK, DEPUTY COURT CRIMINAL	FT	4.00	1.00	1.00		9/29/2017		34.86	N
	CLERK, DEPUTY COURT JUVENILE	FT	0.00	1.00	1.00		8/22/2016		92.43	N
	CLERK, DEPUTY COURT TRAFFIC	FT	1.00	1.00	1.00		6/28/2017		48.14	N
	CLERK, DEPUTY IV-D	FT	0.00	1.00	1.00		8/23/2016		92.29	N
	CLERK, MULTI-DIVISION CLERK	FT	2.00	1.00	1.00		6/30/2017		47.86	N
	COMPLIANCE CLERK	FT	0.00	1.00	1.00		2/3/2014		225.43	N
OPERATOR, LEADS	FT	1.00	1.00	1.00		9/18/2017		36.43	N	
PUBLIC DEFENDER	PUBLIC DEFENDER, CHIEF ASSISTANT	FT	1.00	0.00	0.00			3/9/2018	NEW	N
COURT ADMINISTRATION	COORDINATOR,CASE/LAW LIBRARIAN	FT	0.00	1.00	1.00		6/28/2017		48.14	N
	JUVENILE PROBATION OFFICER	FT	10.00	0.00	0.00		5/21/2018	5/29/2018	1.14	Y
							3/30/2018	4/23/2018	3.43	Y
							3/30/2018	4/23/2018	3.43	Y
COUNTY SHERIFF	ASST COURT SECURITY SUPR	FT	1.00	0.00	0.00		3/30/2018	2/5/2018	(7.57)	N
	BAILIFF	PT	2.30	0.00	0.00		5/3/2018	3/21/2018	(6.14)	Y
							1/30/2017	3/21/2018	59.29	Y
	DEPUTY, PATROL	FT	38.00	0.00	0.00		1/1/2018	5/18/2018	19.57	Y
	ENVIRONMENTAL TECH	PT	0.40	0.00	0.00		3/8/2018	3/26/2018	2.57	Y
	OFFICER, CORRECTIONAL	FT	51.00	2.00	2.00		5/18/2018		1.86	Y
							4/18/2018		6.14	Y
						PROM TO DCS	1/23/2018	5/28/2018	17.86	Y
							12/19/2017	5/21/2018	21.86	Y
						TRANSFER TO COURT SECURITY	12/18/2017	4/23/2018	18.00	Y
						PROM TO CLASS DIR	12/4/2017	4/12/2018	18.43	Y
	RECORDS/CLERICAL RECEPTION	FT	2.00	1.00	1.00		5/31/2018		-	Y
	PART TIME FILE CLERK	PT	0.30	0.60	0.60		5/18/2018		1.86	Y
						5/4/2018		3.86	Y	
COUNTY CLERK	CLERK PT, DEPUTY COUNTY	PT	0.65	0.50	0.50		7/29/2016		95.86	N

**June 2018 New Hire and Vacancy Report (Activity March 1, 2018 through May 31, 2018)**

Department	Position Title	Status	Full Time Equivalent (FTE)			Comment	Vacancy Created	Date Filled	Weeks Vacant	Posted Y/N
			Occupied	Vacant	Funded Vacant					
COUNTY CORONER	DEPUTY CORONER, PT	PT	1.00	0.00	0.00	COVER FOR DEPUTY ON MEDICAL LEAVE	1/31/2018	4/9/2018	NEW	Y
	TEMPORARY DEPUTY CORONER	TEMP	0.00	0.00	0.00		1/31/2018	3/26/2018	7.71	Y
EDUCATION	P/T SCHOOL INSPECTIONS	PT	0.00	0.30	0.30		1/31/2017		6.86	Y
<b>GENERAL FUND - ELECTED OFFICIAL SUBTOTAL</b>			<b>117.65</b>	<b>16.90</b>	<b>16.90</b>				69.29	N

ELECTION COMMISSION	ELECTION SPECIALIST, TEMP	TEMP					3/19/2018	3/5/2018		Y
							3/19/2018	3/5/2018		Y
							3/19/2018	3/5/2018		Y
							3/19/2018	3/5/2018		Y
<b>GENERAL FUND - QUASI-INDEPENDENT SUBTOTAL</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>					

PCAPS	ANIMAL CONTROL OFFICER	FT	5.00	0.00	0.00		4/3/2018	5/1/2018	4.00	Y
	ADMINISTRATIVE SPECIALIST I	FT	3.00	0.00	0.00		5/1/2018	5/14/2018	1.86	Y
	PART TIME KENNEL TECH	PT	0.50	0.50	0.50	0.5	5/14/2018		2.43	Y
HEALTH	CLINIC ASSISTANT	FT	2.00	1.00	1.00	VRI 2.0	5/3/2018		4.00	N
	MAINTENANCE ENGINEER	FT	1.00	0.00	0.00		4/13/2018	5/15/2018	4.57	Y
	TEMP MAINTENANCE ENGINEER	TEMP	0.00	0.00	0.00			5/4/2018		N
	MGR, FINANCIAL PROGRAMS & DENTAL OFFICE	FT	0.00	1.00	1.00		4/4/2016		112.43	N
	MANAGER, LEAD SAFE PROGRAM	FT	0.00	1.00	1.00		3/8/2018		12.00	Y
	SANITARIAN	FT	9.00	1.00	1.00		9/18/2017		36.43	Y
	DENTAL HYGIENIST	FT	0.00	1.00	1.00		12/1/2017		25.86	Y
PH EMERGENCY PREPAREDNESS PLANNER	FT	0.00	1.00	1.00		12/22/2017		22.86	Y	
COUNTY HIGHWAY	CIVIL ENGINEER II	FT	0.00	2.00	2.00		6/23/2017		48.86	N
							5/19/2017		53.86	N
	CONSTRUCTION ENGINEER IV	FT	0.00	1.00	1.00		5/9/2012		316.14	N
	ENGINEER TECH II	FT	0.00	3.00	3.00		6/10/2011		363.86	N
							12/28/2010		387.29	N
	ET IV/PROF LAND SURVEYOR	FT	0.00	1.00	1.00		5/26/2017		52.86	N
	ENGINEER INTERN	TEMP	0.00	0.00	0.00		6/17/2013		258.43	N
HIGHWAY MAINTAINER	FT	24.00	0.00	0.00		1/29/2018	5/14/2018	15.00	Y	
SIGN DEPARTMENT	FT	0.00	1.00	1.00		6/30/2014		204.43	N	
VETERANS ASSISTANCE	COORDINATOR, ASSISTANT	FT	3.00	0.00	0.00			5/7/2018	NEW	Y
	OFFICE CLERK	PT	0.65	0.73	0.73		4/23/2018		5.43	Y
								2/12/2018	NEW	Y



**June 2018 New Hire and Vacancy Report (Activity March 1, 2018 through May 31, 2018)**

Department	Position Title	Status	Full Time Equivalent (FTE)			Comment	Vacancy Created	Date Filled	Weeks Vacant	Posted Y/N	
			Occupied	Vacant	Funded Vacant						
JUVENILE DETENTION	SPECIALIST, YOUTH	FT	38.00	0.00	0.00	AS NEEDED	5/29/2018		2.00	Y	
							5/12/2018		2.71	Y	
							5/5/2018	5/21/2018	2.29	Y	
							4/16/2018	4/30/2018	2.00	Y	
							4/7/2018	4/16/2018	1.29	Y	
	TEMPORARY YOUTH SPECIALIST TRANSPORT OFFICER	TEMP PT	0.00	0.00	0.00			5/14/2018		2.43	Y
			3.40	0.85	0.85			5/6/2018		3.57	Y
								3/15/2018	3/26/2018	1.57	Y
								1/28/2018	4/10/2018	10.29	Y
IT SERVICES	PROGRAMMER/ANALYST II	FT	0.00	1.00	1.00		2/5/2018		16.43	N	
	BUSINESS OPERATIONS MANAGER	FT	1.00	0.00	0.00		3/31/2018	2/5/2018	(7.71)	Y	
HEDDINGTON OAKS	1ST SHIFT MEDICARE RN	FT	0.00	0.00	0.00	STATUS CHANGE TO TEMP  STATUS CHANGE TO TEMP STATUS CHANGE TO TEMP  MOVE TO TEMP	3/7/2018		12.14	Y	
	2ND SHIFT MEDICARE RN	FT	4.00	0.00	0.00		1/1/2018	5/24/2018	20.43	Y	
	3RD SHIFT MEDICARE RN	FT	2.00	0.00	0.00		2/28/2018		13.14	Y	
	CNA-1ST SHIFT	FT	23.00	3.00	3.00		1/30/2018		17.29	Y	
							11/30/2017		26.00	Y	
							8/25/2017		39.86	Y	
	CNA-2ND SHIFT	FT	17.00	11.00	9.00		5/30/2018		13.86	Y	
							4/18/2018		22.00	Y	
							2/23/2018		22.00	Y	
							12/28/2017		22.00	Y	
							12/15/2017		23.86	Y	
							11/26/2017		26.57	Y	
							11/1/2017		30.14	Y	
							10/23/2017		31.43	Y	
							10/2/2017		34.43	Y	
							10/2/2017	5/25/2018	33.57	Y	
							9/13/2017	4/13/2018	30.29	Y	
							8/10/2017	4/13/2018	35.14	Y	
	CNA-3RD SHIFT	FT	10.00	2.00	2.00		5/30/2018		0.14	Y	
							4/8/2018		7.57	Y	
					3/22/2018	5/29/2018	9.71	Y			
					2/27/2018	5/28/2018	12.86	Y			
					1/17/2018	5/14/2018	16.71	Y			
					11/28/2017	4/17/2018	20.00	Y			
CNA-RESTORATIVE	FT	2.00	1.00	1.00	9/6/2017		38.14	Y			
COMPLIANCE NURSE	FT	1.00	0.00	0.00	4/3/2018	4/23/2018	2.86	Y			
COORDINATOR, UNIT	FT	5.00	0.00	0.00	4/2/2018	4/3/2018	0.14	N			
					3/29/2018	4/16/2018	2.57	N			
ENVIRONMENTAL SERVICES TECH I	FT	9.00	0.00	0.00	2/26/2018	5/22/2018	12.14	Y			
					8/21/2017	5/22/2018	39.14	Y			
EXECUTIVE DIRECTOR	FT	0.00	1.00	1.00	4/30/2018		4.43	Y			

**June 2018 New Hire and Vacancy Report (Activity March 1, 2018 through May 31, 2018)**

Department	Position Title	Status	Full Time Equivalent (FTE)			Comment	Vacancy Created	Date Filled	Weeks Vacant	Posted Y/N
			Occupied	Vacant	Funded Vacant					
H OAKS CONT.	FOOD SERVICE ASSISTANT I	FT	12.00	2.00	2.00		4/22/2018		5.57	Y
							4/11/2018		7.14	Y
						PROM TO FSA II	3/18/2018	4/22/2018	5.00	Y
							3/15/2018	4/22/2018	5.43	Y
							2/8/2018	3/11/2018	4.43	Y
	FOOD SERVICE ASSISTANT II	FT	3.00	0.00	0.00	VOL DEM TO FSA I	11/20/2017	3/4/2018	14.86	Y
							3/4/2018	4/22/2018	7.00	Y
	HEDDINGTON OAKS BOOKKEEPER (FINANCE)	FT	0.00	1.00	1.00		2/22/2018	3/18/2018	3.43	Y
	JANITOR, ENVIRONMENTAL SERVICES	FT	0.00	1.00	1.00		4/16/2018		6.43	Y
	LAUNDRY TECHNICIAN	FT	5.00	1.00	1.00		2/12/2018	4/9/2018	8.00	N
							12/27/2014		178.71	N
	LPN-1ST SHIFT	FT	7.00	2.00	2.00		11/8/2017		29.14	Y
							9/1/2017	5/10/2018	35.86	Y
	LPN 12 HOUR	FT	1.00	2.00	2.00	PROM TO RN	4/22/2017	4/17/2018	51.43	Y
							3/1/2018		13.00	Y
	LPN-2ND SHIFT	FT	1.00	4.00	4.00	PROM TO RN	11/13/2017		28.43	Y
							3/26/2018		9.43	Y
	LPN-3RD SHIFT	FT	3.00	4.00	4.00	MOVE TO 12 HR	2/5/2018		16.43	Y
							1/1/2018		21.43	Y
	LPN WARD CLERK	FT	0.00	1.00	1.00	MOVE TO 12 HR	1/1/2018		21.43	Y
11/24/2017								26.86	Y	
RESIDENT LIASON	FT	1.00	0.00	0.00	STATUS CHANGE TO TEMP	3/26/2017		61.57	Y	
						2/28/2018		13.14	Y	
RN, 12 HOUR	FT	4.00	0.00	0.00	PROM TO COMPLIANCE & OPER ASST	1/1/2018		21.43	Y	
						5/23/2017		53.29	Y	
						1/27/2017		69.86	Y	
						7/26/2017		44.14	Y	
					PROM TO COMPLIANCE & OPER ASST	1/15/2018	4/16/2018	13.00	Y	
					PROM TO UNIT COORD	4/16/2018	4/30/2018	NEW	Y	
					PROM FROM LPN		3/26/2018		Y	

**June 2018 New Hire and Vacancy Report (Activity March 1, 2018 through May 31, 2018)**

Department	Position Title	Status	Full Time Equivalent (FTE)			Comment	Vacancy Created	Date Filled	Weeks Vacant	Posted Y/N	
			Occupied	Vacant	Funded Vacant						
HEDDINGTON OAKS PRN	CNA - TEMPORARY	TEMP	0.00	0.00	0.00	STATUS CHANGE TO F/T	5/29/2018		0.29	Y	
							5/10/2018		3.00	Y	
							4/5/2018		8.00	Y	
							4/5/2018		8.00	Y	
							4/4/2018		8.14	Y	
							3/6/2018		12.29	Y	
							3/6/2018		12.29	Y	
							3/6/2018		12.29	Y	
							1/9/2018		20.29	Y	
							12/22/2017		22.86	Y	
							12/15/2017		23.86	Y	
							12/14/2017		24.00	Y	
							12/13/2017		24.14	Y	
							12/4/2017		25.43	Y	
							12/4/2017		25.43	Y	
							12/4/2017	5/18/2018	23.57	Y	
							11/25/2017	5/9/2018	23.57	Y	
				10/23/2017	3/22/2018	21.43	Y				
		DIETARY - TEMPORARY	TEMP	0.00	0.00	0.00					
								5/21/2018		1.43	Y
								5/14/2018		2.43	Y
								4/22/2018		5.57	Y
								4/3/2018		8.29	Y
								3/21/2018	5/14/2018	7.71	Y
								3/15/2018	5/11/2018	8.14	Y
		LPN - TEMPORARY	TEMP	0.00	0.00	0.00					
								3/11/2018	4/18/2018	5.43	Y
								2/26/2018	4/10/2018	6.14	Y
	RECEPTIONIST - TEMP	TEMP	0.00	0.00	0.00						
							4/23/2018		5.43	Y	
						3/6/2018		12.29	Y		
						3/6/2018		12.29	Y		
						10/6/2017	5/21/2018	32.43	Y		
			<b>194.05</b>	<b>52.58</b>	<b>50.58</b>						
<b>TOTAL FTE COUNT</b>			<b>311.7</b>	<b>71.7</b>	<b>69.1</b>						

**AGENDA BRIEFING**

**COMMITTEE:** County Operations

**LINE ITEM:** 080-5-080-7-776-54388

**MEETING DATE:** 08/25/2018

**AMOUNT:** \$45,247.00

**ISSUE:**

For RECOMMENDATION: Metasys Software Upgrade

**BACKGROUND/DISCUSSION:**



Metasys is building automation software from Johnson Controls utilized to manage the Courthouse, Peoria County Jail, Coroner’s Office, Health Department, and Animal Protection Services. The current version of Metasys is 9.0, Peoria County is utilizing 4.1. The upgrade includes enhancements such as Command Annotations, Customer Trend Views, Ranges, and Alarming Detail Updates. The new user interface will be accessible from workstations, laptops, tablets, or smart phones.

In addition to the software enhancements the new version includes many security updates including encrypted communication between the engines and the server to prevent intrusions or threats.

The new version of the software will run on the current Peoria County IT Services virtual server farm. No other funding will be required for IT hardware.

The cost of the Metasys upgrade is \$35,655.00 and \$9,592 for one year of software subscription services.

**COUNTY BOARD GOALS:**

	<b>INFRASTRUCTURE STEWARDSHIP</b>
	<b>EFFECTIVE SERVICE DELIVERY</b>

**STAFF RECOMMENDATION**

Authorize the County Administrator to execute an agreement with Johnson Controls contingent on legal approval, to upgrade Metasys and one year of subscription software services not to exceed \$45,247.

**COMMITTEE ACTION:**

**PREPARED BY:** Mark Little, CIO

**DEPARTMENT:** IT Services

**DATE:** 06/15/2018



# PROPOSAL

Johnson Controls, Inc.  
Controls Group  
3850 N. Main Street  
East Peoria, IL 61611  
Tel. 309/427-2800  
FAX: 309/427-2801

**Date:** June 11, 2018

**To:** Mark Little  
CIO  
Peoria County IT Services

**Project:** Peoria County Metasys Upgrade  
& Subscription Service

## **Base Proposal:**

1. Johnson Controls proposes to furnish and install upgrade software for the Metasys Building Automation ADX 10 user server. This will bring the system up from version 4.1 to 9.0 and include many enhancements such as Command Annotations, Customer Trend Views and Ranges and Alarming Detail Updates. There are also several security updates which include Secure TLS 1.2 Connections and Security Level Indicators.
2. Network Engines (2-NAE 55's, 8-NAE 45's and 2 NCE 25's) will be reimaged and commissioned. Engines will require two reimages for upgrade to v6.0 first and then to v9.0.
3. Update the NAE's to ensure encrypted communication between the engines and server to prevent intrusions or threats.
4. Install the newest version of Launcher for support of secure http which forces connections to be http only when the box is checked in the Options screen.
5. The latest additions of CCT (Controller Configuration Tool) and SCT (System Configuration Tool) are provided.
6. Install the Metasys User Interface (UI) for simplicity in navigation from either a workstation, laptop, tablet or smart phone.
7. Updated Graphics for the entire building and include any points that are currently not set up.
8. Provide Owner training in the proper operation of the controls and UI.
9. Included in our proposal is a one year material and workmanship warranty.
10. Optional Three Year Subscription Service to provide all minor and major upgrades (typically 1 major per year) to keep your system up-to-date from a performance, feature and security perspective.

The price to provide the material and professional services as described above will be:

**Thirty Five Thousand Six-Hundred and Fifty Five Dollars (\$35,655.00)**

Peoria County  
Metasys Upgrade and  
Subscription Service

June 11, 2018

Optional Three Year Subscription Service:  
Includes JCI Running the Performance Verification Tool Semi-Annually

**Twenty Six Thousand Six Hundred and Eighty-Eight Dollars (\$28,776.00)\***

*\*Can be billed annually in \$9,592.00 installments.*

Clarifications to the proposal:

1. All work is to be performed during normal business hours
2. Installation will be coordinated with the Peoria County IT Staff
3. Hardware, Server OS Software and Database Software are excluded and are the owner's responsibility. System requirements are attached.

Johnson Controls appreciates the opportunity to offer this proposal.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

July 31, 2018

Purchaser – Company Name

JOHNSON CONTROLS, INC.

\_\_\_\_\_  
Signature

Alan J Biagini  
Signature

Name: \_\_\_\_\_

Name: Alan J Biagini

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

Title: Sales Engineer

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

Total Proposal Amount Accepted: \$ \_\_\_\_\_

## Equipment Standard Terms and Conditions – U.S.A.

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) **TERMINATION OR MODIFICATION.** If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort, whether by reason of strict liability, negligence, or otherwise, regardless of whether Seller has been apprised of the possibility of such.**

(8) **PATENTS.** Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any

and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

### (12) MISCELLANEOUS

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

References to "products", "equipment" or "services" herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

