



Cuyahoga County **Public Library**

Tuesday, March 28, 2023 / 5 PM
Administration Building
2111 Snow Road, Parma, OH 44134



Board of Trustees Meeting

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING AGENDA
28 March 2023
Administration Building Auditorium
6:00 p.m.**

TOPIC	PAGE#	MOTION
1. Call to Order: Dean DePiero, President		ROLL-CALL
2. Approval of Minutes: February 28, 2023 Board Meeting	1-17	ACTION
3. Public Comment		INFORMATION
4. Report of the Board President		INFORMATION
5. Report of the Executive Director <ul style="list-style-type: none"> • Learning Moment • Alisha Caraballo, Talent Manager <ul style="list-style-type: none"> ○ Launch of Performance Management 	19-30	INFORMATION
6. Human Resources Report	31-38	ACTION
7. Finance Committee Report: <ul style="list-style-type: none"> • Financial Statement Review – Fiscal 2023 – February • Investments: Fiscal 2023 – February • Purchase Approval List • Gift Report • Voucher List 	39-40 41-45 46-47 49-51 52	INFORMATION ROLL-CALL ACTION ACTION ACTION
8. New Business <ul style="list-style-type: none"> • Resolution Authorizing CCPL to Publicly Advertise for Bids to Make Interior and Exterior Improvements to the Brecksville Branch Library • Resolution Authorizing The Library to Enter Into an Agreement with CBLH Design for Design Services In Connection with the Addition and Renovation of The Solon Library • Resolution Authorizing the Execution of a Contract for a New HRIS & Payroll Systems 	53-64 55-84 85-150	ACTION ACTION ACTION
9. Adjourn		ACTION

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING
MINUTES
28 February 2023**

The February 28, 2023, meeting of the Cuyahoga County Public Library Board of Trustees was held at the Cuyahoga County Public Library Administration Building Auditorium, 2111 Snow Road, Parma, Ohio. With a quorum of seven (7) Board members present, President DePiero called the meeting to order at 5:14 p.m.

Roll-Call: **Present:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; Amira Thomas – **7**.

Absent: – **0**.

Also present: Chief Executive Officer Tracy Strobel; Scott Morgan, Chief Operations Officer, , Hallie Rich, Chief Communications & External Relations Officer, Monique Good, Chief Human Resources Officer, Robert Dolan, Finance Director, Izoduwa Ebose-Holt, Human Resources Director, Rebecca Ranallo, Literacy and Learning Division Director, Enda Bracken, Branch Services Director – East, Lane Edwards, Branch Services Director – South, Caroline Vicchiarelli, Branch Services Director – West, Daniel Barden, Technical Services Director, Jeff Mori, Facilities Director, Jim Haprian, IT Director and Robert Rua, Marketing & Communications Director, and other interested observers.

Approval of Minutes:

President DePiero asked for a motion to approve the minutes of the January 24, 2023, Board meeting that were sent to the Board members in advance of this meeting.

01-02/2023

Trustee Blakemore moved to approve the minutes, seconded by Trustee Leonard. Seeing no corrections, omissions or additions, the minutes of the January 24, 2023, Board Meeting were approved by unanimous vote of the Board members present.

Retiree Recognition:

President DePiero acknowledged and thanked Ellen de Brow, Wilfredo Gonzalez, Kimberly Schroeder Perry, and Cheryl Wires for their many years of service to Cuyahoga County Public Library (CCPL) and wished them the best on their retirement. None of the retirees was present at the meeting.

(See pages 78-81)

Public Comment:

President DePiero asks if there is any one with a public comment to please come forward and state your name.

Heather Timko
CCLU Chapter President

Ms. Timko said:

On behalf of the Union extend my congratulations to all the retirees on their retirement and wish everyone the best.

I am here today to express my concern and disappointment in the Library's proposed policy changes to the Code of Conduct regarding the carrying or bringing of weapons into our public library branches. We understand what the new state laws regarding guns and knives have done but we feel changing our Code of Conduct is premature. Other library systems in Ohio have chosen the safety of staff and patrons over changing language so as not to offend those who feel the right to carry weapons. The rights of children and members of our communities to be safe in a building where the mission statement revolves around issues of empowering and educating its visitors should take precedence. The changes proposed will also put additional undue stress on staff who already deal with disruptive behaviors and safety concerns in our branches daily. There are so many unanswered questions too such as how will this new policy be enforced in CCPL Richmond Heights Branch which is on school property or in the Maple Heights Branch where we rent out library space for a daycare center? Many of our branches are also in very close proximity to schools. What will the policy be in regard to staff carrying weapons on their person? It is disheartening that this policy update has been brought to the Board. Why is the Library in a rush to institute this and not taking a wait and see aspect since there have not been any lawsuits against any public libraries in Ohio? It is my opinion that Library users and staff should have a welcoming safe space and they should feel comfortable coming into a Library building without having to think about whether someone has a weapon on them or not. The changes in the law are very new, and I hope that the Board of Trustees will consider doing their own research on the law and thoroughly review all changes to the code of conduct before considering a vote to approve.

Thank you for your time.

Michael Niederhausen
CCPL Tech Training Supervisor/CCLU Officer

Mr. Niederhausen said:

My name is Michael Niederhausen. I am the technology training supervisor here at ADM. I'm also an officer on our union board. I am here to implore you all not to pass this change. I think you asked the right questions today, which I appreciate. We have a lot of outstanding questions about CCPL Richmond Heights Branch, and about the daycare at Maple Heights Branch. Heather just mentioned that if this actually passes are staff allowed to have open carry. All these things I do not want to see. So I just I just implore you to look into all those factors before you pass. Thank you.

Catherine Bathgate
Branch Services Assistant
CCPL Parma-Powers Branch

Ms. Bathgate said:

My name is Cathy Bathgate. I am a Branch Services Assistant at the Parma-Powers Branch library. I've worked for the system for 27 years.

I want to speak today because I am very concerned with the potential change in the CCPL weapons policy, how it will affect the safety and security of patrons and staff and how it will impact the culture of the library.

Many of my colleagues are upset as well, but they are unable to attend as they are working. Many are unaware of this development because of their variable work schedules. I thought that it might be helpful to bring forward some CCPL statistical information. I can't speak to the accuracy of the software that it came from, but when I did a word search of our accident/incident reports these were some of the results. These words should paint a picture of what happens in the branches and why the potential weapons change without additional security measures in place will leave patrons and staff even more at risk. The recent lockdown at Richmond Heights High School that CCPL Richmond Heights Branch staff was not notified about and the lockdown at CCPL Garfield Heights Branch two weeks ago are prime examples of events that leave staff and patrons at risk.

Between approximately May 2011 and today 14,620 incident reports were filed. Some of these reports are innocuous, but the majority are not. Please keep in mind that we were also closed for several months during the pandemic, so these figures encompass less than a dozen years. The words demonstrate what we are hearing and experiencing in the branches. I understand that some of the words may be vulgar and upsetting, but that is the point of what I am trying to express.

Thank you for listening and thank you for your time.

Michael Wood
Lead Unionized Member

Mr. Wood said:

My name is Michael Wood. I am the Lead Administrative Organizer with Service Employees International Union District 1199, and the unionized members at CCPL are my members. I also represent members of libraries throughout Northeast Ohio. All of my members, with the exception of one chapter, are our library work. So I'm very familiar with libraries, at least I'd like to say that. I appreciate the very thoughtful questions that you all had for the prosecutor. I think it's very clear that there is a lot that's up in the air about this situation this topic requires. I would really suggest that the library and the board not just table this policy, but actually make a stand and say we are not going to allow firearms to be brought into the library either open or concealed, there's too much confusion about the issue.

The law is not clear. even the placards that you post on your libraries are not clear because they say you can't carry a weapon. It says nothing about concealed or open. It just says you can't carry that weapon. There is too much uncertainty about this. But at the end of the day, we need to have one place in our society where the gun culture doesn't overwhelm everything. And I think at the very least it ought to be a public library. And if the law is what the law is, and we can't prevent something like that, then I would encourage the board of this library to work with boards of all the other libraries in Ohio and make statutory change. Make it so libraries clearly declare that their buildings in their premises are gun free zones. We don't need more guns in society, there are plenty already. If you want to carry a gun, you can carry plenty of places. I say this as an owner of firearms, and I don't ever carry a weapon outside my home, I don't feel the need to. Nobody needs to bring a weapon into a library, and I would encourage the board to make that your mission. If the law is such that you can't currently prohibited work with other libraries and make sure that law changes because my members do not need to fear another thing it's hard enough to do their work. I would also like to congratulate the four retirees who recently retired. I think library workers and the people in this room are public servants in the purest sense of the word and their efforts and their work should always be cherished. Thank you.

Board President DePiero commented we appreciate all of your public comments today and thanked them for being here.

Report of the Board President:

President DePiero commented that he appreciates the thoughtful comments of the members of 1199 CCLU. We agree with you, and he thinks it's pretty clear that Chief Executive Officer Strobel, the Board, and staff agree exactly with what you're saying.

President DePiero commented by tabling the proposal we are doing the right thing. We did not write the law, and he can tell you firsthand, that he served with the State Legislature for five years, and it is much different now than it was twenty years ago but it's going to be a heavy lift to undo that. As logical as it may seem you can't carry a gun to the library, it's going to be a heavy lift to undo that so be prepared for that. He stated what the board wants to do is keep the public safe and we agree 100%. We also need to figure out a strategy to deal with this, because it's likely that these laws have been challenged by people, and if we enforce it, we will be challenged by those who want to carry guns in the library, and we can make the situation worse. Gun Owners of America, some of these rivalry groups will take us on. We may or may not be up to that challenge we are for public safety. We are there with you, we have a clear obligation to do this thoughtfully and to make sure that we are not exposing our kids to safety hazards, and other customers as well. So we understand we agree.

President DePiero commented our Chair is a very smart lady, and we will work with security to develop a strategy. He appreciates your thoughtful comments, and conversation.

Report of the Chief Executive Officer:

Chief Executive Officer Strobel thanked those for their thoughtful public comments and stated we agree and support you.

Chief Executive Officer Strobel reminded us of the One Community Read event with author, Andrea Elliot, on March 6, 2023, and all are welcome. There has been a slight change to the schedule, the reception time is now 5:00-6:30pm, same location Bin 216. If you did not receive a copy of the book "*invisible child*" or if you need tickets, please let us know.

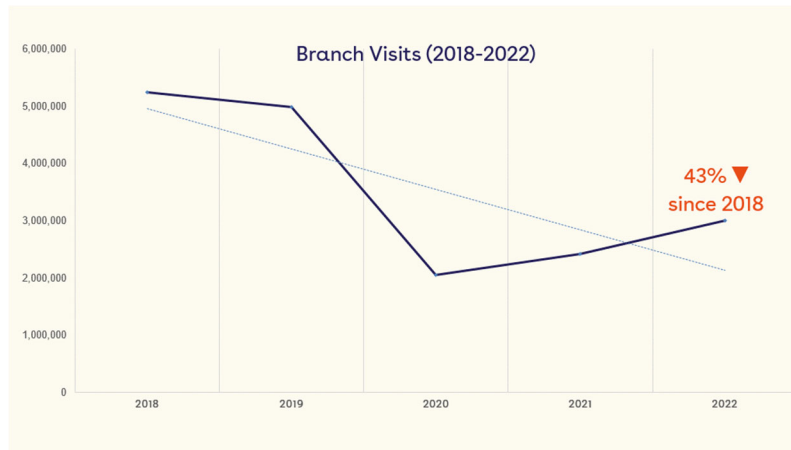
Chief Executive Officer Strobel shared talk about Columbus today. The State Budget update we were very pleased that Governor DeWine introduced his budget of holding us at 1.7% of the general revenue fund. This is great news. Unfortunately there is House Bill 1(Tax Reform) , in Columbus, which does have the potential to reduce our revenue by over \$8.2 million a year if all aspects of it are adopted.

Chief Executive Officer Strobel mentioned legislators are discussing eliminating several revenue streams for us including the rollback dollars for homestead exemption and the owner occupancy credit. They are also discussing a statewide flat income tax rate, which will lower the state's general revenue fund. They're also looking at changing the way properties are valued. They are looking at changing 35% to 31.5%, which could impact our local property tax revenue. We are in conversations with the Ohio Library Council (OLC), our government relations strategists, our counterparts in other libraries, as well as our counterparts at other entities such as the Metroparks. This will impact anyone who receives tax dollars from the state or local property taxes. There are a lot of parties that would be upset by this, but our understanding is that these are threats to our current revenue.

Chief Executive Officer Strobel stated that as we learn more and analyze this further, we will keep you up to date or make a call to action at some point. As we all want to work to preserve our funding.

Chief Executive Officer Strobel mentioned the Staff Engagement Survey because it is near and dear to Trustee Leonard, who suggested this a few years ago and has now become a staple in our toolbox. It is certainly a valuable tool for receiving staff feedback in prioritizing efforts around improving the workplace culture.

Chief Executive Officer Strobel introduced Hallie Rich, CCPL Chief Communication & External Relations Officer, to present statistics around library use and data survey.



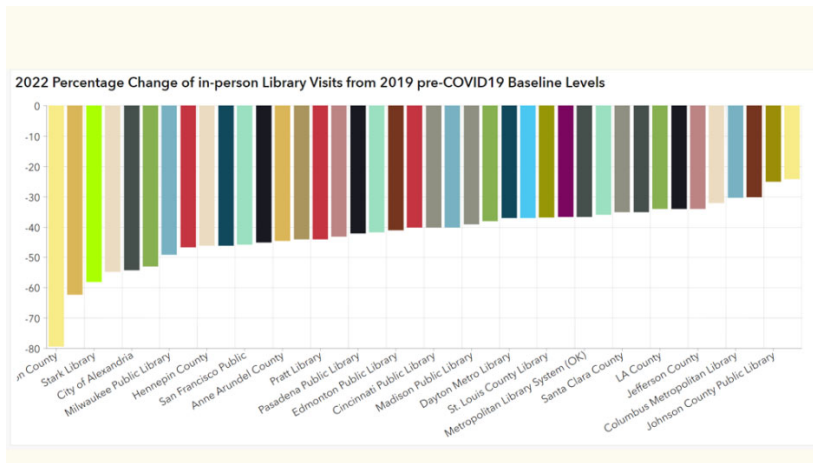
Chief Rich reminded us that each month in your board book, you get your statistics on a number of metrics that we track such as circulation, visits, and program attendance. In recognizing the past few years those statistics have been somewhat abnormal. She gave some context to understand what's been going on when you look at activity in our branches, and some of those traditional measures of library work relative to pre pandemic times, or the before times, and today.

Chief Rich stated the branch closures due to COVID had had a profound effect on customer visits. We went from close to 5 million visits in 2019, to more than 2 million in 2020. And although visits have rebounded around 46%, since the height of the pandemic in 2020, they remained 43% lower than where they were in 2018.

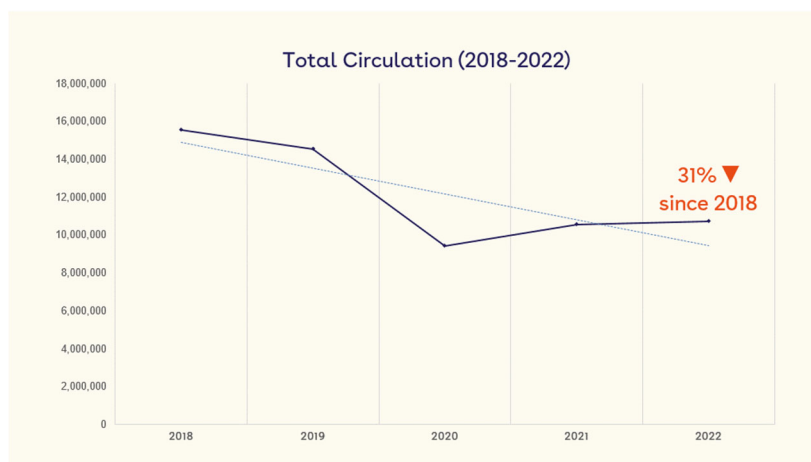


Chief Rich stated if we look across the system we see the reduction across the board, one exception, of the brand new CCPL Bay Village Branch, which opened last April. We have seen visits there almost back to pre-pandemic levels about 17%, lower in 2022 compared to 2018. Across the board, we see losses between 31% to 54% in visits.

Chief Rich stated the deeper the red is the deeper the decrease. Those that are a little bit darker are closer to that 50% reduction compared to 2018. Those that are a little bit lighter are probably closer to that 30%.



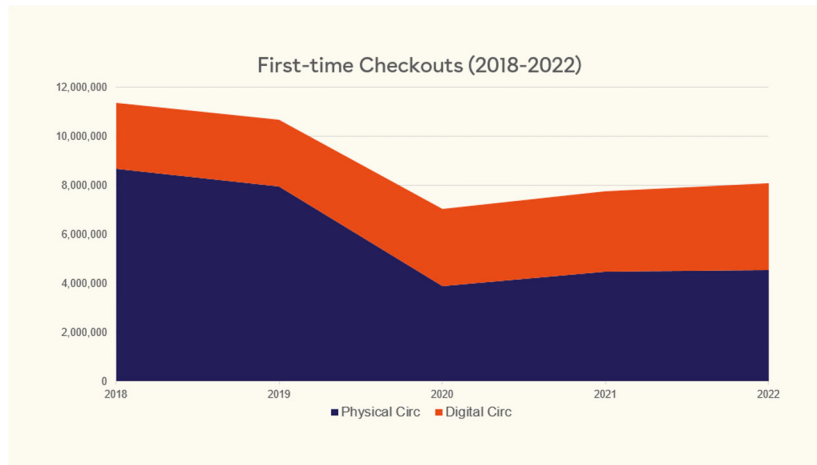
Chief Rich stated we are not alone in this challenge. This chart is a sampling of library systems that are in the Urban Library Council (ULC), and when you look at where they are in terms of reduction, its 60 to 80% systemwide reductions compared to pre COVID baselines. CCPL falls on the 50th percentile around 40% reduction compared to 2019 stats.



Chief Rich stated we are seeing fewer people through our doors. What does that mean for circulation?

Chief Rich stated that pre pandemic we saw a gradual decline. We were seeing these numbers moving and they were attributed to a decrease in circulation around DVDs and Blu Rays as people were transitioning to more streaming media. We saw a reduction in certain formats, such as books on CD, or cassettes, those things were going away and circulation dropped significantly in 2020, because people couldn't come in and get materials from the library.

Chief Rich stated what we have seen is this reflection of where we were compared to pre pandemic time is about a 31% reduction in total circulation. This is both physical and digital since 2018.



Chief Rich stated when we look at physical and digital circulation, it is an interesting story. In 2018, digital represented about a quarter of our first-time checkouts, and that is represented by the red section on this chart. By the end of 2022 the first checkouts were split nearly 50-50, between physical and digital. So we've seen huge growth in our use of our digital collection and huge growth in the number of unique customers who were checking out primarily through OverDrive.



Chief Rich stated we're seeing fewer people and we are circulating fewer physical items, what's going on? because it still feels busy. We are now doing things that require greater time and engagement with our customers, and responding to our community's needs, especially coming out of the pandemic. We were laying the groundwork in 2018 and 2019 not knowing that a global pandemic was headed our way. We are doing things like digital equity, where we are helping people one-on-one to either acquire or obtain affordable broadband at home. We are teaching them how to use their own devices and doing that kind of tech training work is not a fast transaction. That takes a lot of one-on-one time or small group work getting people skilled up in that area, and that's really an important piece of information access today.

Chief Rich mentioned we are addressing pandemic learning loss. She thinks we are only beginning to understand the profound impact that will have on society for years to come and the library being a place where some of those interventions can happen reading, and tutoring and these are not quick interactions, this is deep engagement with our customers.

Chief Rich stated the third area of things that are keeping us busy is resource distribution. Partnering with The Greater Cleveland Food Bank to ensure that families are accessing food resources they need. We are partnering with healthcare providers for vaccine distributions. While the traditional metrics that we have always followed tell the library story, we will be different today. The work is there, and it's evolving, and it's changing.



Chief Rich stated at the same time, we know that when we ask our customers, what are the things that are most important, 85% of the vast majority say it is the collection, its books, and its reading, that's what we value in the library. That's what's important to us.



Chief Rich stated given that context of what we are doing...What's next?

Chief Rich stated it's time to do some deep research into customer behaviors and trends. We want to do a Reader survey, and this goes back about 15 years, to when there was a study by the NEA that talked about reading, and it showed a decline in adults reading for pleasure. The

library did a widespread survey in Cuyahoga County to understand if that is the same trend that we're seeing here, and we heard good news at that time that we were not seeing the same declines. Chief Rich says it's time to go back out. Fifteen years ago there were no Kindle devices, and we didn't have a robust OverDrive collection and it's time to understand a little more about customer behavior. We are coming back to you later this year to do some real work here to understand behaviors, interests and preferences in reading, and a few other activities.

Chief Rich stated in our plan for the year, meeting people where they are and taking our collections, in conjunction with our branches and other staff getting our material out to the community. If they are not coming into our buildings, put those materials in the places where they are. We are also looking at expanding our home delivery this year.

Chief Rich stated the third piece is building projects, implementing our capital plan. We've talked about our Facilities Master Plan (FMP), and these kinds of projects, ensuring that we have our spaces designed in such a way that it's meeting the growing needs for youth programming to adjust pandemic learning loss, creating the kinds of spaces where we can do that deep engagement around tech training. She mentioned the branches where we have dedicated quiet study areas, those are more and more built up with remote workers, people who have a hybrid schedule, and they want to be able to be somewhere outside of their homes, but maybe not in an office space. That is a growing demand and interest from our community.

Chief Rich stated this gives you a smaller-scale picture of some broader context as to where we are today.

Chief Executive Officer Strobel thanked CCPL Foundation who will be funding the Reader survey that Hallie mentioned as part of their 2023 allocation.

Human Resources Report:

Human Resources Chief Good summarized the HR report. There are seventeen (17) new hires, one (1) rehire, seven (7) separations, four (4) retirees, four (4) increased in hours, four (4) added second rate, three (3) added third rate, two (2) new role, one (1) promotion, and two (2) acting to permanent.

02-02/2023

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no discussion, the Human Resources Report dated February 28, 2023, was approved as presented by unanimous vote of the Board members present. **(See pages 82-89)**

Finance Committee Report:

Finance Chairperson Davies stated we did not have a Finance Committee meeting and Chief Morgan will give an in-depth financial report at this meeting.

Chief Morgan stated the budget presented in this report is the Temporary Appropriations and Estimated Revenues as adopted by the Board for the beginning of 2023.

Chief Morgan stated we received advances for both of our property tax levies (2.5 and 1.0 Mills) totaling just over \$3.2 million. The largest advance generally comes to us in February or March for the first half of the year.

Chief Morgan stated our first monthly distribution for the Public Library Fund (PLF) received was \$2,144,161.86. We will begin tracking those amounts monthly, as we did last year. Based on a comparison to last year, this distribution was larger than the amount received in January 2022.

Chief Morgan stated patron fines and fees collected in January were up from last year due to a substantial increase in passport fees for the month. This was one of the largest amounts received in a month since we began offering this service.

Chief Morgan stated the negative amount in fines and fees are a month end reconciliation for the amounts paid in credit cards and will be reconciled in the following month.

Chief Morgan stated the remainder of the revenue accounts are where we would expect them to be one month into our fiscal year.

Chief Morgan stated the salaries and benefits accounts for one month into our fiscal are within budget. The Insurance benefits account shows over 10% spent. In January each year, the Library funds a portion of employee Health Savings Accounts (HSA) for those who chose that type of healthcare coverage. That amount will reflect a more normal percentage after a few months into our fiscal year.

Chief Morgan stated the library materials accounts reflect an overall expense of 19.7%. This is typical as January is a larger buying month for materials.

Chief Morgan stated some of the expense accounts show a larger percentage expensed and encumbered. This reflects the blanket purchase orders for the year, which increases those encumbrances.

(See Under FINANCE)

Investments - January

Chief Morgan stated there were eight purchases of Commercial Paper for the month of January.

- Bank of America Securities \$400,000 at a yield of 5.15%
- Mizuho Securities USA \$715,000 at a yield of 5.02%
- Bank of America Securities \$250,000 at a yield of 4.92%
- JP Morgan Securities \$1,800,000 at a yield of 4.99%
- Wells Fargo Securities \$1,200,000 at a yield of 5.15%
- Citibank \$2,500,000 at a yield of 4.93%
- JP Morgan Securities \$2,000,000 at a yield of 5.08%
- Wells Fargo Securities \$600,000 at a yield of 5.03%

Transfers

Chief Morgan stated there were no transfers or advances for the month.

03-02/2023

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the Investment Report Fiscal 2023 – January listing all Money Market Funds, Star Ohio Accounts, U.S. Treasury Investments, Certificates of Deposit and Agency Securities was approved as presented by roll-call vote. **(See Under FINANCE)**

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; Amira Thomas – **7**.

Nea: – **0**.

Purchase Approval List

Chief Morgan stated Item #1 through Item #5 are encumbrance increases. Chief Rich spoke to Item #1. Stacy Caddey, Development Consultant assisted in the search for a new Development Director that will be starting in March. This is for an increase from \$15,000.00 to \$30,000.00 for an additional 3 months of fundraising consultant services with Stacy Caddey to assist the Development team and also assist in transition with the new Development Director starting in March. Director Ranallo spoke to Item #2. This increase is from \$20,000.00 to \$20,350.00 for additional travel expenses for Andrea Elliot, author visit for One Community Read in 2023. Director Haprian spoke to Item #3. This is a blanket increase from \$36,000.00 to \$215,000.00 to continue previous separate renewals together to provide internet hotspots for circulation to customers. \$90,000.00 will be reimbursed by the Emergency Connectivity Fund (ECF). Supplier T-Mobile. Director Haprian spoke to Item #4. This increase from \$17,423.00 to \$17,863.00 is due to updated yearly costs. Lease year one (1) of four (4) for PCs leased for Innovation Centers. Supplier Hewlett Packard Financial Services. Chief Morgan spoke to Item #5. The canopy at CCPL Parma Powers was damaged by a truck. This increase from the original estimate \$5,000.00 to \$16,675.00 the actual cost of the work due to added materials for canopy repairs. We are working with PCs For People who damaged the canopy who is a partner of ours to get reimbursed. Supplier DRO Ltd.

Chief Morgan stated Item #6 through Item #11 are new purchases. Director Ranallo spoke on Item #6. This is for the Artful Impact programs at five (5) branches running February through May. We had an ODE grant we received last year and that will cover this cost. \$16,609.00. Director Haprian spoke on Item# 7. This is for 396 HP laptops for the branches, this will allow us to have laptops at each branch to support programming and also replace our bookable equipment. This is leasing year one (1) of four (4). Supplier Hewlett Packard Financial Services. Cost \$122,940.00. Director Haprian spoke on Item #8. This is for the replacement of our Cassie software. Supplier Todays Business Solutions. Cost \$34,272.00. Director Haprian spoke to Item #9. This is for the remainder of the twelve (12) branches a/v upgrades for iVideo to revamp meeting rooms and also upgrade CCPL Brooklyn Branch because they are in dire need now and it will be reused in the new Brooklyn Branch. Supplier iVideo Technologies. Cost \$1,880,111.00. Director Mori spoke to Item #10. This is for incremental repairs at CCPL Gates Mills carpet replacement. Supplier Interfinish. Cost \$31,500. Director Mori spoke to Item #11. This is to purchase the existing vehicle 2020 Ford Edge that is coming off the lease. Vehicles are hard to buy. Supplier Liberty Ford. Cost \$25,533.00.

Chief Morgan stated Item #12 is a grant purchase. Director Ranallo spoke to Item #12. This is for summer reading program supplies and individual branch planned programs. This year we have a generous donation from CCPL Foundation that is covering \$50,000.00 of the cost for our programming in the branches and supplies for our summer reading programs.

Chief Morgan stated Item #13 and Item #14 are capital fund new purchases. Director Rua spoke to Item #13. This is to engage Guide Studios for signage & wayfinding program implementation necessary for the new CCPL Brooklyn Branch. Supplier Guide Studios. Cost \$15,000.00. Chief Executive Officer Strobel spoke to Item #14. This is to design the new children's play area growth space at the new CCPL Brooklyn Branch.

04-02/2023

Trustee Spangler moved approval of Purchase Approval List, seconded by Trustee Shlonsky. Seeing no additional discussion, the Purchase Approval List dated February 28, 2023, was approved as presented by unanimous vote of the Board members present. **(See pages 90-93)**

Gift Report

Chief Morgan stated the report includes Friends gifts for branch programming supplies. Chief Rich highlighted The Cleveland Foundation two (2) payments of \$33,250.00 of their commitment to support the Digital Navigator program.

05-02/2023

Trustee Blakemore moved for approval of the Gift Report, seconded by Trustee Leonard. The gift report was approved by unanimous vote of the Board members present. **(See page 94)**

- **Permanent Annual Appropriation**

Chief Morgan stated this is the resolution for the 2023 Permanent Annual Appropriations. The grand total of all appropriations is \$109,900,084.37.

06-02/2023

Trustee Blakemore moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the Permanent Annual Appropriation was approved by unanimous vote of the Board members present by roll-call vote. **(See pages 95-98)**

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; Amira Thomas – 7.

Nea: – 0.

- **Resolution to Approve Real Estate Purchase Agreement with The City of Brooklyn, Ohio**

Chief Morgan stated has worked with the city as well as the library's attorney for a land agreement and that agreement has been adopted by the city. The library's legal council did prepare this agreement. The City's Law Director reviewed it, and their Council passed it. We are bringing this resolution to the Board for adoption.

07-02/2023

Trustee Blakemore moved approval, seconded by Trustee Davies. Seeing no additional discussion, the Resolution to Approve Real Estate Purchase Agreement with The City of Brooklyn, Ohio was approved by unanimous vote of the Board members present. **(See pages 99-113)**

- **Resolution Seeking Permission to Advertise for a Request For Qualifications for Design Services for the New Construction of The Beachwood Branch Library Facility**

Director Mori stated in alignment with the Facilities Master Plan (FMP) it is to replace CCPL Beachwood Branch. This resolution is asking permission to advertise for a Request for Qualifications (RFQ) and determine the best design firm for the new construction of CCPL Beachwood Branch and auditorium. This would allow us to advertise general qualifications and go through the standard selection process for that opportunity.

08-02/2023

Trustee Blakemore moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the Resolution Seeking Permission Advertise for a Request For Qualifications for Design Services for the New Construction of The Beachwood Branch Library Facility was approved by unanimous vote of the Board members present. **(See pages 114-115)**

- **Resolution Seeking Permission to Advertise for a Request For Qualifications for Design Services for the New Construction of The Parma Heights Branch Library Facility**

Director Mori stated citing the Facilities Master Plan (FMP) CCPL Parma Heights is on our list for replacement . We have been working with the city of Parma Heights and they want to give us a piece of land. We will put out a Request for Qualifications (RFQ) for a design firm to help us design a building that could fit on the land we expect them to offer us.

09-02/2023

Trustee Davies moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the Resolution Seeking Permission Advertise for a Request For Qualifications (RFQ) for Design Services for the New Construction of The Parma Heights Branch Library Facility was approved by unanimous vote of the Board members present. **(See pages 116-117)**

- **Resolution Seeking Permission to Advertise for a Request For Qualifications for Construction Management at Risk Services for The Addition and Renovation of the Solon Branch Library Facility**

Director Mori stated we recently received approval to engage CBLH design for the addition and renovation of CCPL Solon Branch. The next step is to advertise Construction Management at Risk Services (CMAR) for those projects in the Request For Qualifications (RFQ).

10-02/2023

Trustee Blakemore moved approval, seconded by Trustee Davies. Seeing no additional discussion, the Resolution Seeking Permission to Advertise for a Request For Qualifications for Construction Management at Risk Services for The Addition and Renovation of the Solon Branch Library Facility was approved by unanimous vote of the Board members present. **(See pages 118-119)**

- **Resolution Authorizing the Library to Enter into a New Lease to The Centers for Families and Children at the Maple Heights Branch**

Chief Morgan stated this resolution is for a new lease offering to The Centers for Families and Children to continue daycare services at CCPL Maple Heights Branch, their current location. Their current lease expires on March 31, 2023, and we agree to enter into a new lease agreement between the Library and The Centers for Families and Children for an additional two-year period expiring on March 31, 2025.

11-02/2023

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Resolution Authorizing the Library to Enter into a New Lease to The Centers for Families and Children at the Maple Heights Branch was approved by unanimous vote of the Board members present. **(See pages 120-123)**

- **Resolution Authorizing the Library to Enter into an Agreement with North Shore Mechanical regarding the ADM HVAC BAS Upgrade Project**

Director Mori stated this is our last building that is not on a digital automation system for our HVAC system and this project will allow us to do that. We did have a bid come in significantly below the estimated cost and we are comfortable entering into an agreement with North Shore Mechanical.

12-02/2023

Trustee Leonard moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the Resolution Authorizing the Library to Enter into an Agreement with North Shore Mechanical regarding the ADM HVAC BAS Upgrade Project was approved by unanimous vote of the Board members present. **(See pages 124-125)**

- **Approval of CCPL Code of Conduct Policy**

This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting. The Policy, Planning & External Relations (PPER) Committee recommended that the CCPL Code of Conduct Policy be approved by the full Board excluding the firearms clause due to the Board determination that weapons should not be allowed in library buildings.

13-02/2023

Trustee Leonard moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the approval of the CCPL Code of Conduct Policy Excluding the firearms clause was approved by unanimous vote of the Board members present. **(See pages 126-127)**

- **Approval of Resolution to Adopt an Amended Auditorium Rental and Rules of Use Policy and Rental Agreement**

Director Rua stated we are asking for board approval of the Resolution to Adopt an Amended Auditorium Rental and Rules of Use Policy and Rental Agreement. This resolution was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

14-02/2023

Trustee Shlonsky moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the approval of the Resolution to Adopt an Amended Auditorium Rental and Rules of Use Policy and Rental Agreement was approved by unanimous vote of the Board members present. **(See pages 128-130)**

- **Approval of Auditorium Rental Policy and Agreement**

Director Rua stated we are asking for board approval of the Auditorium Rental Policy and Agreement Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

15-02/2023

Trustee Shlonsky moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the approval of the Auditorium Rental Policy and Agreement Policy was approved by unanimous vote of the Board members present. **(See pages 131-134)**

- **Approval of Resolution Authorizing the Chief Executive Officer to Amend the Auditorium Rental Policy: Fee Schedule**

Director Rua stated we are asking for board approval of the Resolution Authorizing the Chief Executive Officer to Amend the Auditorium Rental Policy: Fee Schedule. This resolution was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

16-02/2023

Trustee Shlonsky moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the approval of the Resolution Authorizing the Chief Executive Officer to Amend the Auditorium Rental Policy: Fee Schedule was approved by unanimous vote of the Board members present. **(See page 135)**

- **Approval of Auditorium Rental Fee Schedule**

Director Rua stated we are asking for board approval of the Auditorium Rental Fee Schedule. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

17-02/2023

Trustee Leonard moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the approval of the Auditorium Rental Fee Schedule was approved by unanimous vote of the Board members present. **(See page 136)**

- **Approval of Equal Employment Opportunity Policy**

Director Ebose-Holt stated we are asking for board approval of the Equal Employment Opportunity Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

18-02/2023

Trustee Shlonsky moved approval, seconded by Trustee Davies. Seeing no additional discussion, the approval of the Equal Employment Opportunity Policy was approved by unanimous vote of the Board members present. **(See pages 137-139)**

- **Approval of Affirmative Action Policy**

Director Ebose-Holt stated we are asking for board approval of the Affirmative Action Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

19-02/2023

Trustee Shlonsky moved approval, seconded by Trustee Davies. Seeing no additional discussion, the approval of the Affirmative Action Policy was approved by unanimous vote of the Board members present. **(See pages 140-141)**

- **Approval of Personnel Records**

Director Ebose-Holt stated we are asking for board approval of Personnel Records. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

20-02/2023

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the approval of Personnel Records was approved by unanimous vote of the Board members present. **(See pages 142-157)**

- **Approval of Dismissal Policy**

Director Ebose-Holt stated we are asking for board approval of the Dismissal Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

21-02/2023

Trustee Shlonsky moved approval, seconded by Trustee Davies. Seeing no additional discussion, the approval of the Dismissal Policy was approved by unanimous vote of the Board members present. **(See pages 158-159)**

Motion to Adjourn.

Seeing no other business under consideration for vote, President DePiero asked for a motion to adjourn the meeting.

22-12/2022

Upon motion of Trustee Blakemore, seconded by Trustee Leonard, the February 28, 2023, meeting of the Cuyahoga County Public Library adjourned at 6:15 p.m.

Approved 28 March 2023

X _____
Dean E. DePiero
President

X _____
Maria L. Spangler
Secretary

This page intentionally left blank.



Chief Executive Officer's Message

JUDY BLUME FOREVER

Judy Blume is having a well-deserved moment. It has been eight years since the beloved author of *Tales of a Fourth Grade Nothing* and *Freckle Juice* last published a novel (2015's *In the Unlikely Event*), and more than 50 years since *Are You There God? It's Me, Margaret* first hit bookshelves and changed our perceptions of middle-grade novels forever. Blume, now 85 years old, has said publicly that she's probably done writing books. And yet somehow "the poet laureate of puberty" (as *The Atlantic* once called her) is back in the spotlight with a long-awaited film adaptation of *Margaret* set to hit theaters in April and a new documentary, *Judy Blume Forever*, coming to the Cleveland International Film Festival (CIFF).

The Cuyahoga County Public Library Foundation had the pleasure of hosting Judy at Case Western Reserve University's Maltz Performing Arts Center back in September 2018 as part of the William N. Skirball Writers Center Stage Series. When she took the stage, the crowd burst into a roar of applause. It felt more like a rock concert than an author event. There she was in the flesh; the storytelling pioneer whose frank, but comforting books gripped generations of readers. Over the course of the next hour or so Judy charmed the heck out of the sold-out crowd with stories from her amazing career. Even her interviewer, Daniel Handler (the author best known as Lemony Snicket), seemed to be in awe.

That night really underscored for me the profound impact Judy's books have had on so many readers. She elevated the physical and emotional lives of kids and teens in a way no one before her ever dared. Her books were some of the most challenged and controversial of their time, but they always felt more like celebrations of the awkwardness of being young than anything else. They were relatable, honest, non-judgmental, essential.

I, for one, am thrilled to see Judy finally getting some love from Hollywood. She is a courageous trailblazer who deserves to be celebrated, particularly in these times when books are being challenged in record numbers. Judy Blume forever, indeed.

Cuyahoga County Public Library (CCPL) is a proud sponsor of the CIFF screening of *Judy Blume Forever*, which will be held in the KeyBank State Theatre at 7:35 PM on Thursday, March 30. Tickets are available now at clevelandfilm.org.

Tracy R. Strobel
Chief Executive Officer

Social Media

Facebook fans: 35,931

Instagram followers: 7,035

Twitter followers: 11,352

Did you know you can play all the New York Times games for free with your @CuyahogaLib card? We're getting pretty good at Spelling Bee over here (after jumping on the bandwagon a few years late).

@annsteinerphoto, Feb. 15, 2023

Today's forum is part of our Authors in Conversation Series sponsored by @CuyahogaLib, the John P. Murphy Foundation and, in part, by the residents of Cuyahoga County through a public grant from @CuyArtsC. Thank you for your support! #CityClub @TheCityClub, Feb. 15, 2023

Youth between the ages of 12-18 are invited to attend the @MyComCLE1 Southeast Collaborative Teen Summit being held on Sat 3/25; 9:30AM-2:30PM; @CuyahogaLib Warrensville Heights Branch. This year's topic is Mental Health and Wellness. Registration is open now.

@citymaplehts, Feb. 17, 2023

@erin__obrien, yes, great #StevenSpielberg action movie! I watched it again in December 2021 — thanks to my library card for @CuyahogaLib

@sos_jr, Feb. 18, 2023

I'll be at the South Euclid branch of the @CuyahogaLib one week from tonight (Thursday, March 2) with other local writers to discuss the glamorous world of indie publishing. (We'll be selling books too. Just sayin'...) #indieauthors #amwriting #FlinchBooks

@jcbruening, Feb 23, 2023

Spring activities K-8 @ScholasticTeach - accessible @CuyahogaLib with you library card #libraries #edchat #teachertwitter #leprechauns

@LauraMcShaneCLE, Feb. 25, 2023

System Highlights

The **Mayfield Branch** partnered with Effective Leadership Academy and with support from the Mayfield Area Chamber of Commerce, was a host site for a day in the Chamber Leadership Academy program, in which 30 Mayfield High School students are participating in to gain insight and perspectives from community leaders. Generalist Mike Karaffa and Teen Services Librarian Gigi Conti were among the panelists and shared their career journeys and as well as how libraries can support student's personal and career growth.

The **Brook Park branch** held another "Baby & Toddler Sensory Play" with 46 attendees! The pouring rain did not keep them away! The parents and little ones explored fake snow, pom-pom color sorting, making ribbon rings, shapes matching, paint color mixing, music, puppets, sensory boards, and lots of other toys! One father said, "This is the best program we've ever attended! Thank you so much!"

"Babies and Bumps," led by BSL II Susannah Hamm, met over Zoom from the **Parma-Powers Branch** every Thursday in February. Eighteen families registered and the total attendance was 63. Parents-to-be and parents with babies in arms joined in songs, rhymes and fingerplays for infants, sprinkled with tips for early literacy. Sessions featured Q & A's with experts from University Hospitals and Help Me Grow/Bright Beginnings. Participants had many questions about safe sleep, nursing and feeding babies, language milestones and hearing. Supply kits included rhymes, a scarf, mirrored paper and handouts from Family Place Libraries sources and participating community experts. One expectant mother emailed, "Thank you for sending me the packet for babies because it is awesome." One grandmother joined to update her literacy knowledge.

The "Car Maintenance & Repair Basics" program at the **Richmond Heights Branch** on February 4 was a big hit with nine participants in attendance who appreciated the presenter's clear and informative tips and techniques for simple fix-it-yourself solutions. There was an engaging and interactive discussion with the mechanic and many participants commented that they'd like to see more classes like this.

After a 3-year hiatus, the **Strongsville Branch** Library hosted the Kiwanis Clubs' "Read Around the World" program in the library Meeting Room on February 25. Each child that visited was able to take home a free book. Everyone had a wonderful time enjoying a puppet show presented by students from Strongsville Middle School in addition to stories shared by BSL II Tim Protiva. Customers look forward to this annual partnership program with our local Kiwanis organization. This year had a record setting attendance of 525 individuals coming to the event.

System Highlights

The **Parma Heights Branch**'s year-long collaboration with Cassidy Theatre kicked off this month with "From Page to Stage: Beauty and the Beast." Over the course of two sessions, 66 kids and caregivers explored this classic tale by participating in both a Q & A session with 2 characters from Cassidy Theatre's musical production and a "Be Our Guest" singalong.

On February 11 at the **Warrensville Heights Branch**, Children's BSL I Beate van der Schalie partnered with professional storyteller and quilter Jackki Boyd to present a very well received multigenerational Black History Month program. Boyd shared the history of the Gee's Bend Quilters and told the folktale, "The Spirit of Freedom" with drum accompaniment from her husband, musician Steven Boyd; audience members clapped and sang along. This was followed by an amazing quilt show and participants made quilt collages from fabric donated by the African American Quilt and Doll Guild. The program was sponsored by the Friends of the Warrensville Library and there were a total 48 participants! And on February 17, Branch Manager Ali Boyd held a Senior Arts Program teaching several drum rhythms from Guinea West Africa to a class of 10 customers. Many of the customers were visiting Warrensville for the first time and made a request for more drum classes! The authentic djembe drums were borrowed from Kings and Queens Cultural Village in Cleveland.

Fifteen participants learned basic car maintenance at the **Brooklyn Branch** on February 25 from auto mechanic Austin Gatt in an engaging program hosted by BSA I Justin Story. Topics included setting tire pressure, tire inspection, and under hood maintenance such as checking fluid levels and air filter replacement. After the presentation, Gatt answered questions from patrons and gave his expert opinion on their auto needs. Several of the attendees asked for more practical programs like this in the future.

Thirty-one people joined Greg Cada from the Master Gardeners of Cuyahoga County to help the **North Royalton Branch** celebrate the President's Day holiday with a unique garden history focused upon the horticultural life of our third Commander-in-Chief during the February 23 event, "Thomas Jefferson: Landscape Architect."

Beachwood Branch Adult Supervisor David McNally had 20 people join him on Zoom for a discussion about the resurgence of record collecting in his "Vinyl Revival" program on February 2. He started by mentioning that in 2020, vinyl records overtook CDs as the most popular physical format for recorded music. Then he discussed topics such as how to grade the records in your collection and how to buy and sell records on the website Discogs. McNally invited a couple members of the Northeast Ohio Vinyl Club (NEOVC) to participate, who were especially knowledgeable about equipment. He also invited Andrew Kirschner, owner of Mistake by the Lake Records, who provided information on the retail side of record collecting. Lastly, he showed a short video about the local record pressing plant Gotta Groove Records.

Fourteen school-age students and their parents delved into "Squishy Circuits" at the **Olmsted Falls Branch** this month. We incorporated closed circuits, parallel circuits, and series circuits into play doh creations. A few parents chose to work alongside their children and looked like they were having just as much fun creating and learning as the kids!

On February 2, 13 detectives solved the "Phantom of the Opera Escape Room" challenge at the **Brecksville Branch**. They even had 7 minutes to spare! Led by BSA I Emily Giehler, the group had a blast working together to find clues and solve puzzles. Two participants mentioned they came all the way from Concord!

Throughout January and part of February, the **Berea Branch** handed out hundreds of card-making kits to community members as part of the Holiday Hugs for Seniors program. Customers created cards at home and returned them to the branch for distribution to area nursing homes and senior living facilities. On February 13, branch staff delivered over 500 cards to three nursing homes in the area and the City of Berea's Active Senior Network. This is the second year for the Holiday Hugs program. The Berea community has embraced this project, which will likely become an annual tradition.

System Highlights

On February 24, the **Independence Branch** hosted a “Stories from Millionaire’s Row” program at the Independence Civic Center. Museum Educator Madi Becker from the Western Reserve Historical Society took attendees on a walk down Cleveland’s Euclid Avenue in the 19th century to learn about the beautiful art and architecture of the homes. Declared “the most beautiful street in America,” Euclid Avenue was once home to powerful families who not only shaped Cleveland, but national politics and industry as well. Seventy-three people attended the program. The program was presented in partnership with the Independence Civic Center.

“Family Game Night” was held at the **Maple Heights Branch** on February 8 in collaboration with Maple Heights City Schools. More than 75 people attended the evening enjoying board games from the Toy Collection, Bingo and a Spades tournament on the second floor. Angelique Shy, the Maple Heights Community Coordinator, and Superintendent Charlie Keenan joined the Maple Heights staff for the all-hands-on-deck evening!

Branch Manager Ron Block and BSL Supervisor Steve Haas resumed culinary literacy programming at the **Middleburg Heights Branch**, presenting a demonstration of Comfort Soups. Twenty-four attendees were treated first to Haas’ traditional version of Butternut Squash Soup, followed by Block’s updated and healthier version to illustrate options. The votes were in Haas’ favor, but the healthier option was a close second and many indicated that both soups were great. Each guest was given a jar of 5 bean soup mix, along with a recipe to take home and create their own healthier soups! Later in the month, BSA II Kelly Bickley and BSL Children’s Supervisor Rebecca Price-Donahue helped show 22 participants how to make a heart-healthy breakfast dish. After talking about foods that are good for your heart, participants enjoyed a cooking demonstration, sampled high fiber pancakes, and prepared their own mix to take home. A mother-daughter pair couldn’t wait to use the mix to make breakfast for dinner that night for the rest of the family and mom was eager to share that her daughter wanted her to put “all 4’s” – (the highest option) on her program evaluation.

Nearly 50 customers were on hand to hear local TV newsman Paul Orlousky speak at the **Solon Branch** on February 22. Orlousky shared some of his more interesting stories from his 50-year career in Cleveland television. From sacrificing his lunch while up with the Blue Angels to being on the wrong end of an arrest warrant to witnessing an execution, Orlousky shared video and pictures of many of his top stories. A surprise appearance by the other half of his investigative “team”, his cameraman Marty DeChant, rounded out the evening. Orlousky afterwards made available copies of his book, *Punched, Kicked Spat On and Sometimes Thanked: Memoirs of a Cleveland TV News Reporter*, for sale/signing.

To kick off Black History Month, the **South Euclid-Lyndhurst Branch** hosted “African American Heroes and Sherones” on February 1. This virtual program was presented by storyteller Linda Gorham who shared with nine attendees “...the stories of African American men and women who, over the past 100 years, broke color barriers and had noteworthy accomplishments – often despite difficult circumstances.” Notable African Americans including Scott Joplin, Carter G. Woodson, Janet Collins, Misty Copeland, Marshall “Major” Taylor, Nat King Cole, Johnny Mathis, Usher, Jesse Owens, Arthur Ashe, Althea Gibson, Ruby Bridges, The Little Rock Nine, Lena Horne, Ella Fitzgerald, Beyonce, A. Philip Randolph. A question-and-answer segment followed the presentation, which was facilitated by BSA Scott Barbour.

Fairview Park Branch Teen Librarian Ami Bray hosted a conversation heart program that lasted the entire month of February. Teens were encouraged to either create their own conversation hearts or complete ones that had been started by Bray. The hearts were then reviewed by Ami and posted on the Teen Bulletin board. Over 155 hearts were posted to the board in February!

On February 7, 30 teens participated in an art program with **Garfield Heights Branch** Teen Librarian Jen DeLuke and two art therapists from P.A.L.S. for Healing (Paper. Art Therapy. Letting Go. Self Actualization). In honor of Mardi Gras, the teens were invited to decorate a mask inside and out. Teens were given a sheet of different emotions and they chose the ones they most resonated with to decorate the inside of their masks. The outside of their mask represented the face that they show to the outside world. This impactful program was the latest in a monthly series of teen programs P.A.L.S. for Healing has facilitated at the Garfield Heights Branch since October. To date, over 90 participants have attended the five programs.

System Highlights

Junior Girl Scout troop 71962 stopped by the **Orange Branch** on Presidents Day to pick up litter on the grass around the side and back of the library building. According to one of the scouts, “We wanted to help the community and we all like the library!”

North Olmsted Branch Teen Librarian Katie Power and Children’s BSA Lisa Woodruff visited North Olmsted Middle School on February 22. They encouraged teens to sign up for library cards, informed them of upcoming spring programs and handed out CCPL notebooks and pencils. Thirty-seven teens signed up for library cards during their lunch periods. Power also led a Mandala Rock Painting program for 6th – 12th graders on February 21. This activity was popular with the teens. There were 24 in attendance. The group discussed the calm and focus that comes with painting on a small scale.

Bedford Branch BSL II Paula Brosowski led a craft program on Paper Quilling Valentines on February 4. The 11 participants were a little nervous when they saw the designs they going to make, but quickly realized that quilling is very easy and quite relaxing to do. They created beautiful Valentines while enjoying chatting with the other people at their table.

The **Chagrin Falls Branch** “Tuesday Afternoon Book Discussion” read *Sea of Tranquility* by Emily St. John Mandel for their February pick. This Covid novel provided much food for thought about pandemics and “auto fiction.” Six people attended the virtual discussion and 12 attended the in-person discussion, for a total of 18. One participant was overheard to say, “That was so much fun, wasn’t it?”

Ten innovators attended “Hands On Help” night in the **Bay Village Branch** Innovation Center. Customers received help on projects ranging from direct-to-garment printed totes, sublimation keychains, and vinyl printed stickers. While innovating, customers chatted with each other and shared ideas for future projects.

The “World In Your Backyard” series at the **Parma-Snow Branch** had 15 attend this month for the theme of Lunar New Year. Jason Chao (Vice President of Education and Culture for OCA Greater Cleveland) and Joseph Mesissner (Vietnamese Cultural Garden) shared stories about the celebrations and why the “rabbit” is the focus this new year.

Amanda Nyx of Fiercely Serene Studio taught an “Introduction to Neurographic Drawing” at the **Gates Mills Branch** on February 27. The class of 15 learned how to create drawings that look like neuro synapses. The process is calming and engaging.

**CUYAHOGA COUNTY PUBLIC LIBRARY
REPORT OF THE CHIEF EXECUTIVE OFFICER
MARCH 28, 2023**

ACTIVITIES OF THE CHIEF EXECUTIVE OFFICER

March 1

- Met with Monique Good, CCPL Chief Human Resources Officer
- Participated in **Metro Directors** monthly conference call
- Joined CCPL Staff Session with **Antwoine Washington (artist chosen to create artwork for one of CCPL 100th Anniversary library cards) & Michael Russell, Co-Founders**, of the **Museum of Creative Human Art (MOCHA)**, hosted by Ali Boyd, CCPL Branch Manager, CCPL Warrensville Heights Branch

March 2

- Met with Scott Morgan, CCPL Chief Operations Officer, and Hallie Rich CCPL Chief Communications & External Relations Officer

March 3

- Visited and toured **Avon Branch Library Renovation/Addition with Jason Nolde, Project Manager, GPD Group** and Scott Morgan CCPL Chief Operations Officer, and Jeffery Mori, CCPL Facilities Director
- Met with **Andrew Mangels, Director, Westlake Porter Public Library**

March 6

- Met with Traci Haynes, CCPL Engagement & DEI Manager, Melanie Rapp-Weiss, CCPL Branch Manager, CCPL Brecksville Branch and CCPL Independence Branch, and Courtney Conway, CCPL Communications & External Relations (CER), Supervisor
- Met with Heather Timko, BSL II, CCPL Strongsville Branch
- Met with Pamela Jankowski, CCPL Chief Public Services Officer
- Attended **One Community Read event**, author **Andrea Elliot**, and **CCPL Trustee Patricia Shlonsky and CCPL Trustee Allyn Davies**, and Pamela Jankowski, CCPL Chief Public Services Officer, Hallie Rich CCPL Chief Communications & External Relations Officer, Monique Good, CCPL Chief Human Resources Officer

March 7

- Participated in **Youth Opportunities Unlimited (Y.O.U.) Community Solutions Board of Directors' Meeting**
- Phone call with **Pamela Hickson-Stevenson, Director, Akron-Summit County Public Library**
- Facilitated **CCPL Board Capital Committee Meeting**, in attendance were **CCPL Trustee William Leonard**, and **CCPL Trustee Edward Blakemore**, and **Justin Berns, Mayor, City of Beachwood**, and **Eric Synenberg, City Councilmen, Beachwood**, and other observers at CCPL Beachwood Branch

March 8 – March 20

- Vacation

March 21

- Participated in **OverDrive Grant Meeting** with **David Cooksey, Digital Library Advisor, OverDrive, Matt Jurns, Product Support Specialist, OverDrive, and Todd Warhola, Collection Development Analyst, OverDrive, and Kacie Armstrong, Director, Euclid Public Library (EPL), Felton Thomas, Director, Cleveland Public Library (CPL), Andrew Mangels, Director, Westlake Porter Public Library, James Crawford, Director, Lakewood Public Library, Nancy Levin, Director, Cleveland Heights-University Heights Public Library, Amy Switzer, Director, Shaker Heights Public Library, Carlos Latimer, Executive Director, East Cleveland Public Library (ECPL), and Trent Ross, Deputy Director, Rocky River Public Library (RRPL)**
- Met with Pamela Jankowski, CCPL Chief Public Services Officer

March 22

- Met with Monique Good, CCPL Chief Human Resources Officer
- Participated in **CCPL Brooklyn Branch Creative workshop** with **Luci Creative** with **Kiah Shapiro, Chief of Staff, Luci Creative, Justin Molloy, Project Strategy Director, Luci Creative, Sarah Anderson, Senior Art Director, Luci Creative, and Pamela Jankowski, CCPL Chief Public Services Officer, Jefferey Mori, CCPL Facilities Director, and Kathleen Sullivan, CCPL Branch Manager, CCPL Brooklyn Branch**
- Attended **Cleveland Film Festival (CFF) opening night** with **CCPL Trustee Allyn Davies**

March 23

- Attended sessions part two and three of CCPL Crucial Conversation Training with CCPL Leadership Team
- Meeting with the **Greater Cleveland Digital Equity Coalition**
- Conference call with **Brooks Rainwater, President and CEO, Urban Libraries Council (ULC), and ULC Directors**
- Attended **AJC Cleveland 2023 Community Leadership Passover Seder, at Anshe Chesed Fairmount Temple**

March 24

- Attended sessions part four and five completion of CCPL Crucial Conversation Training with CCPL Leadership Team

March 26

- Attended **CCPL Public Art Program** with **Antwoine Washington & Michael Russell, Co-Founders, of the Museum of Creative Human Art (MOCHA), and Janus Small, President, Janus Small Associates, and Pam Fine, Associate, Janus Small Associates, and Hallie Rich, CCPL Chief Communications & External Relations Officer, Ali Boyd, CCPL Branch Manager, CCPL Warrensville Heights Branch, and other staff and community observers**

March 27

- Met with **Felton Thomas, Director, Cleveland Public Library (CPL)**
- Host visit at CCPL new Bay Village Branch, with **State Representative Bride Rose Sweeney, Justin McCaulley, President, McCaulley & Company, Wil Durbin, Associate, McCaulley & Company, and Hallie Rich, CCPL Chief Communications & External Relations Officer**
- Met with Pamela Jankowski, CCPL Chief Public Services Officer

March 28

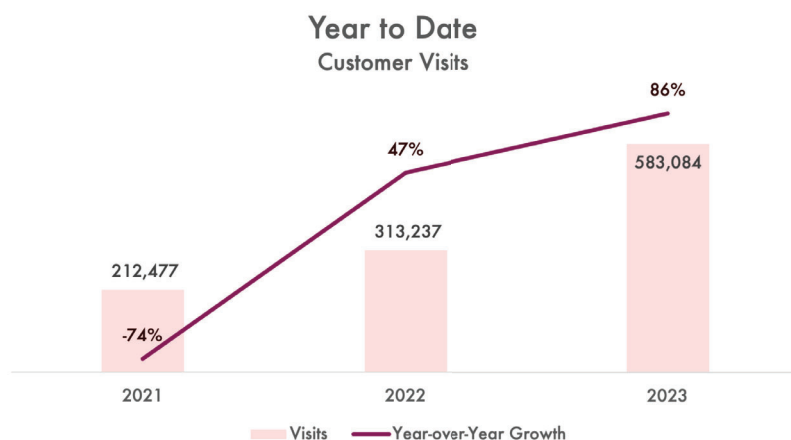
- Meeting with **Charlie Norman, State Registrar, Motor Vehicles , Ohio Department of Public Safety, Hunter Wolfe, Administrative Professional IV, Ohio Department of Public Safety Columbus, Ohio Metropolitan Area, Galen Schuerlein, Director Public Affairs of Counsel, Taft Stettinius & Hollister LLP, Laura Francati, Associate, Capitol Partners, and Lucas Camuso Stall, Director, Government Relations and Advocacy, Toledo Lucas County Public Library, and Jason Kucsma, Executive Director/Fiscal Officer, Toledo Lucas County Public Library, and Hallie Rich, CCPL Chief Communications & External Relations Officer**
- Meeting to discuss CCPL Brooklyn Branch Design with **Ben Crabtree, Senior Associate, Bialosky Cleveland, Jill Christoff, Senior Associate, Bialosky Cleveland, Aaron Hill, Principal, Bialosky Cleveland, and Travis Clarke, Designer, Bialosky Cleveland, and Michael Panzica, Owner, Panzica Construction Company, Dave Panzica, Project Manager, Panzica Construction Company, Andy Simmons, Director of PreConstruction, Panzica Construction Company, Ken Flesse, PreConstruction Lead, Panzica Construction Company, and Scott Morgan, CCPL Chief Operations Officer, Jeffrey Mori, CCPL Facilities Director, Pamela Jankowski, CCPL Chief Public Services Officer, Kathleen Sullivan, Branch Manager**
- Facilitated **CCPL Finance Committee meeting**
- Facilitated **CCPL Board of Trustees meeting**



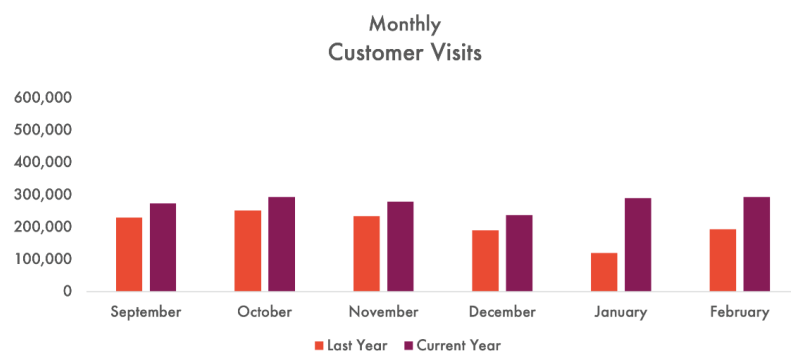
Chief Executive Officer

Visits | February 2023

Year to Date



Monthly

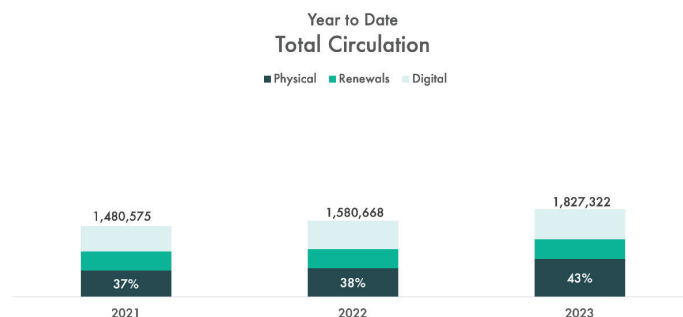


Year-over-Year Growth

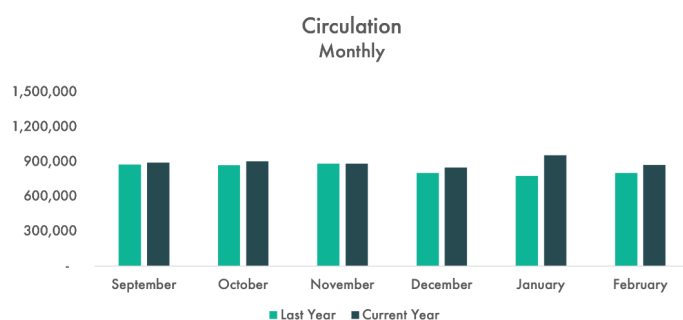


Circulation | February 2023

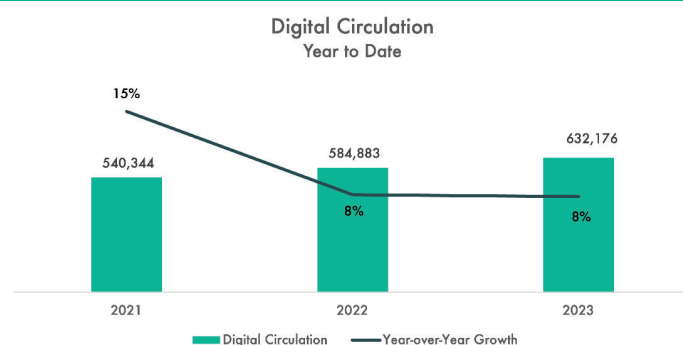
Year to Date Total Circulation



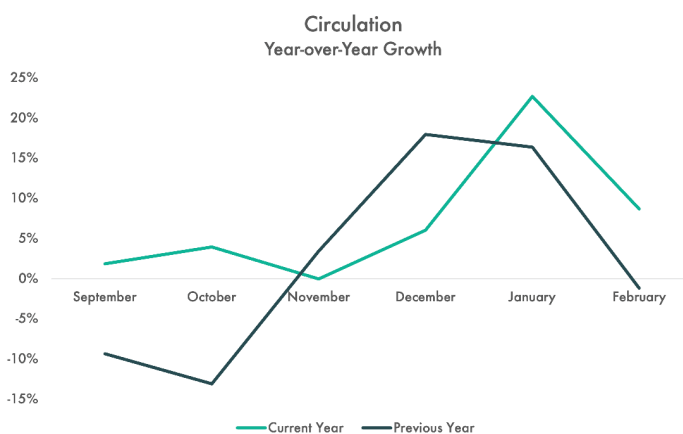
Monthly Total Circulation



Year to Date Digital Circulation

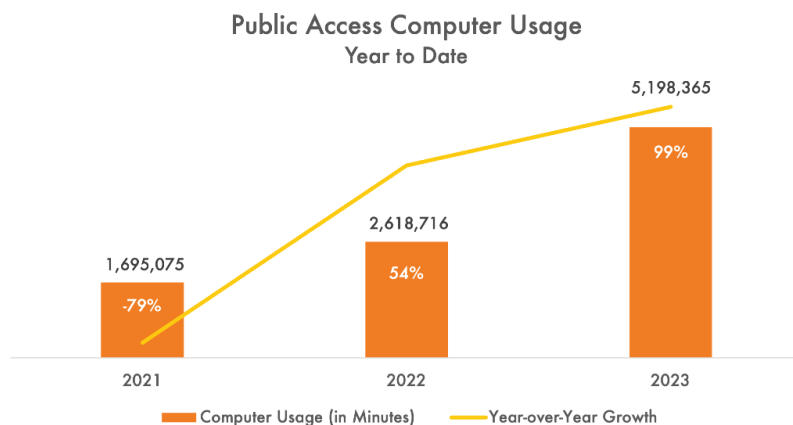


Year-over-Year Growth Total Circulation

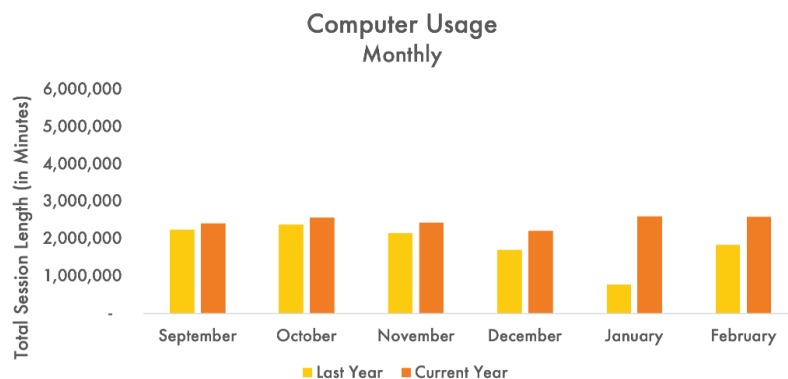


Computer Use | February 2023

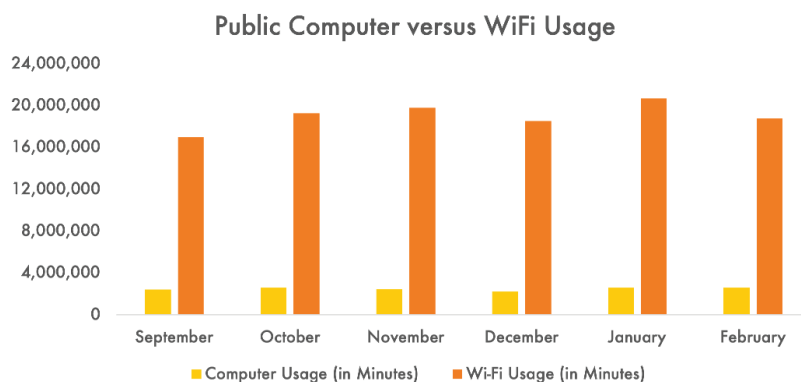
Year to Date



Monthly

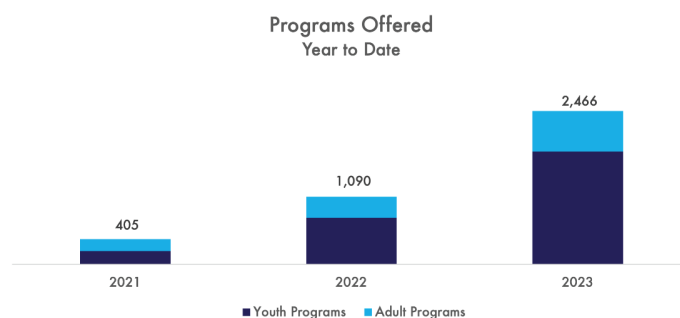


Public Computer VS. WiFi Usage

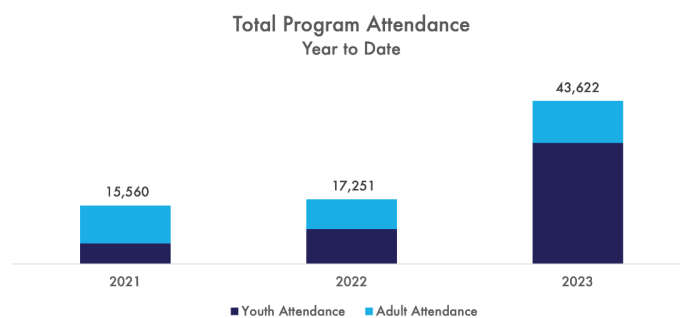


Programs | February 2023

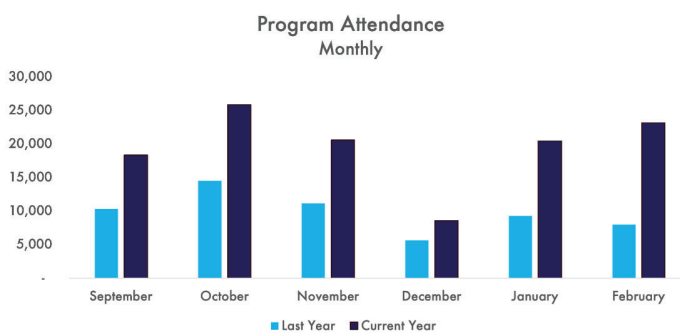
Year to Date Programs Offered



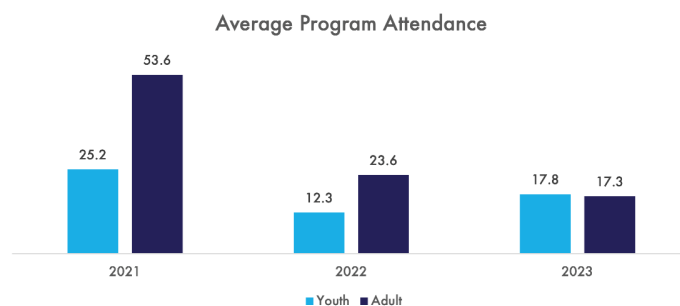
Year to Date Program Attendance



Monthly Program Attendance



Average Program Attendance



HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-3

March 2023

APPOINTMENTS										
NAME	POSITION	GRADE	SALARY	HOURS WEEK	COST CENTER	REPLACES	SALARY	REASON	HOURS WEEK	EFFECTIVE DATE
Atassi, Samir	Monitor-Mentor	OSM	\$22.24	10	NOL113		\$22.24	New Hire	10	3/20/2023
Bruening, Tyler	Branch Services Assistant	20	\$20.09	20	BEA111	Kimberly Schroeder Perry	\$20.09	New Hire	20	3/20/2023
Kanelos, Jessica	Development Director	50	\$52.88	40	401112		\$52.88	New Hire	40	3/27/2023
Kay, Megan	Branch Services Assistant I	207	\$20.09	20	NOL111	Amanda Chang	\$20.09	New Hire	20	3/13/2023
McNeil, Andrea	Monitor-Mentor	OSM	\$22.24	15	RCH112		\$22.24	New Hire	15	3/6/2023
Papcum, Erica	Branch Services Clerk	205	\$16.16	16	PAS111	Mary diPadova	\$16.16	New Hire	16	2/27/2023
Patterson, Leslie	Branch Services Librarian Supervisor	209	\$24.90	40	MPL111	Regina Stopper	\$24.98	New Hire	40	3/6/2023
Randolph, Zachary	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	3/20/2023
Sadler, Kate	Branch Services Assistant I SUB	207	\$20.09	1	450114		\$20.09	New Hire	1	3/5/2023
Topalian, Margaret	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	3/20/2023
Villa, Gina	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	3/5/2023
Yoder, Rebecca	Family Advocate	OST	\$12.00	10	504113		\$12.00	New Hire	10	3/20/2023
Yoke, Nina	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	3/20/2023

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-3

March 2023

SEPARATIONS						
NAME	POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	EFFECTIVE DATE
Bartlett, Evan	Shipping and Receiving Clerk	605111	205	\$16.16	40	2/21/2023
Dogan, Ali	Youth Programming Tutor	504113	OST	\$12.00	10	2/20/2023
Gage, Joshua	Branch Services Clerk	SLN111	205	\$17.99	40	2/15/2023
Lake, Emily	NBU Page	BRV113	OEP	\$12.50	12	3/7/2023
Mondok, Larisse	Annual Fund Coordinator	413112	20	\$29.30	40	3/13/2023
Pugliese, Marie	Youth Programming Tutor	504113	OST	\$12.00	10	2/28/2023
Thompson, Jena	AES Instructor I - Unlicensed	508111	207	\$22.00	32	3/2/2023
Villa, Gina	Youth Programming Tutor	504113	OST	\$12.00	10	3/6/2023

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-3

March 2023

ANNIVERSARY PAY ADJUSTMENTS (Not Based on 2080 Hours)								
NAME	POSITION	COST CENTER	GRADE OLD	GRADE NEW	HOURS	SALARY OLD	SALARY NEW	EFFECTIVE DATE
Boersma, Emily	NBU- Page	NRY113	OEP	OEP	12	\$12.00	\$12.50	2/19/2023
Brihn, Alexander	NBU- Page	NRY113	OEP	OEP	12	\$12.00	\$12.50	2/19/2023
Miller, Ashley	NBU- Page	STV113	OSP	OSP	15	\$12.00	\$12.50	3/5/2023
Wang, Ohanna	NBU- Page	SLN113	OEP	OEP	15	\$12.00	\$12.50	2/19/2023

RETIREMENTS							
NAME	POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	HIRE DATE	LAST WORKING DAY

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-3

March 2023

CHANGES IN HOURS/SALARY/TRANSFERS													
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
Bickley, Kelly	Branch Services Assistant II Branch Services Librarian SUB	MDH111 450114	MDH111 450114	207 208	207 208	16 1	20 1	\$22.16 \$23.07	\$22.16 \$23.07		Increase in Hours	20 1	2/6/2023
Cangemi, Claudia	Branch Services Clerk Branch Services Assistant SUB	BKL111 450114	BKL111 450114	205 207	205 207	20 1	24 1	\$16.48 \$20.69	\$16.48 \$20.69		Increase in Hours	24 1	1/22/2023
Dean, Kevin	Branch Services Clerk	BKL111	BKL111	205	205	20	28	\$16.48	\$16.48		Increase in Hours	28	1/22/2023
Dobbins-Cobb, Samantha	Branch Services Clerk SUB Branch Services Assistant SUB	BED113 450114 450114	450114 450114	OSP 205 207	205 207	15 1 1	1 1	\$13.00 \$16.16 \$20.09	\$16.16 \$20.09		Transfer to SUB Status	1 1	3/5/2023
Dornback, Christin	Branch Services Assistant I	MPL111	MPL111	207	207	32	28	\$20.09	\$20.09		Temporary Additional Hours Ended	28	3/19/2023
Hereford, Sabrina	Branch Services Clerk Branch Services Assistant SUB	GFH111 450114	GFH111 450114	205 207	205 207	40 1	24 1	\$18.19 \$20.69	\$18.19 \$20.69		Acting Position Ended	24 1	3/5/2023
Hereford, Sabrina	Branch Services Clerk Branch Services Assistant SUB	GFH111 450114	GFH111 450114	205 207	205 207	24 1	32 1	\$18.19 \$20.69	\$18.19 \$20.69		Increase in Hours	32 1	3/5/2023
Hull, Quinn	Branch Services Librarian SUB Branch Services Clerk SUB	MPL111 450114 450114	450114 450114	208 207 205	207 205	16 1 1	1 1	\$21.09 \$23.07 \$16.64	\$22.40 \$16.16		Acting Position Ended Returned to SUB Status	1 1	3/19/2023
Jones, Jacie	Branch Services Assistant I	BED111	BED111	207	207	16	24	\$21.11	\$21.11		Increase in Hours	24	3/5/2023
Kell, Alexandra	Branch Services Clerk Branch Services Assistant SUB	BKL111 450114	BKL111 450114	205 207	205 207	16 1	20 1	\$16.48 \$20.69	\$16.48 \$20.69		Increase in Hours	20 1	1/22/2023
Meslovich, Janet	Branch Services Assistant II Branch Services Librarian SUB	MPL111	MPL111 450114	209	207 208	40	16 1	\$26.23	\$25.15 \$25.15		Acting Position Ended - Returned to Previous Role	16 1	3/5/2023
Nay, Kyra	Branch Services Librarian Supervisor	MPL111	MPL111	209	209	24	40	\$29.26	\$29.26		Temporary Decrease in Hours Ended	40	2/27/2023
Raffa, Alicia	Branch Services Clerk Branch Services Assistant SUB	MAY111 450114	MAY111 450114	205 207	205 207	24 1	32 1	\$16.98 \$20.09	\$16.98 \$20.69		Temporary Increase in Hours - Correction to Second Rate	32 1	2/19/2023
Shah, Poonam	Branch Services Assistant SUB	MPL111	450114	207	207	16	1	\$21.09	\$20.09		Acting Position Ended - Returned to SUB Role	1	3/5/2023
Steiner, Sandra	Branch Services Clerk	MAY111	MAY111	205	205	24	28	\$21.83	\$21.83		Temporary Increase in Hours	28	2/19/2023

CHANGES IN HOURS/SALARY/TRANSFERS													
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
Sterba, Christie	Branch Services Assistant II	BED111	BED111	207	207	28	20	\$22.80	\$22.80		Decrease in Hours	20 1	3/5/2023
	Branch Services Librarian SUB	450114	450114	208	208	1	1	\$23.07	\$23.07				
Wadge, Genevieve	Branch Services Librarian	450114	WHV111	207	208	1	40	\$20.09	\$22.40	Jade Walker	New Role	40	3/19/2023

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-3

March 2023

CONFERENCE AND MEETING ATTENDANCE				
NAME	DATE (\$)	AMOUNT	MILEAGE	MEETING
Aloi, Katherine	2/21/2023	\$20.00	\$ 41.88	Adult SRP - All Together Now Palooza / Northeast Ohio Regional Library System / Chagrin Falls, OH
Bartik, Ericableu	4/4/2023	\$0.00	\$ -	Penguin Random House Spring Book & Author Festival / Virtual
Bartik, Ericableu	4/5/2023	\$0.00	\$ -	NEO-RLS Dynamic Dialogue: Push Back Against Book Challenges / NEO-RLS / Twinsburg, OH
Bartlett, Wendy	10/11/2023	\$0.00	\$ -	NEO-RLS Webinar / NEO-RLS / Virtual
Bartlett, Wendy	10/9/2023	\$0.00	\$ 32.12	NEO-RLS Staff Day / NEO-RLS / Virtual
Bartlett, Wendy	4/5/2023	\$175.00	\$ 32.12	NEO-RLS Dynamic Dialogue: Push Back Against Book Challenges / NEO-RLS / Twinsburg, OH
Bickley, Kelly	4/5/2023	\$100.00	\$ -	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Block, Ron	06/23/2023 - 06/26/2023	\$1,800.00	\$ -	ALA Annual Conference / American Library Association / Chicago, IL
Booth, Kaitlin	4/4/2023	\$0.00	\$ -	Penguin Random House Spring Book & Author Festival / Virtual
Booth, Kaitlin	5/4/2023	\$0.00	\$ -	LJ Day of Dialog / Library Journal / Virtual
Booth, Kaitlin	08/09/2023 - 08/11/2023	\$179.00	\$ -	Digipalooza / Overdrive / Cleveland, OH
Bracher, Victoria	4/28/2023	\$100.00	\$ 12.82	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Brouillette, Elizabeth	4/28/2023	\$100.00	\$ 57.64	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Brown, Lisa	3/8/2023	\$25.00	\$ -	SHRM Chapter Meeting - Making an Impact People Centric / Akron SHRM / Akron, OH
Echols, Terrance	04/02/2023 - 04/05/2023	\$1,736.00	\$ -	COABE - Coalition on Adult Basic Education / Ohio Higher Education - ASPIRE / Atlanta, GA
Froliklong, William	4/28/2023	\$100.00	\$ 25.54	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Haag, Jennifer	4/5/2023	\$100.00	\$ -	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Hirsimaki, Amy	4/28/2023	\$100.00	\$ 24.30	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Mori, Jeff	04/27/2023 - 4/28/2023	\$645.00	\$ -	Public Library Safety Summit / Library Journal / Columbus, OH
Penzvalto, Maryann	2/24/2023	\$0.00	\$ -	Beyond Conflict Management: Transforming Conversations / Weatherhead Executive Education / Cleveland, OH
Penzvalto, Maryann	02/28/2023 - 03/3/2023	\$0.00	\$ -	De-Escalation and Crisis Intervention Training / ADAMHS Board of Cuyahoga county / Parma, OH

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-3

March 2023

CONFERENCE AND MEETING ATTENDANCE				
NAME	DATE (\$)	AMOUNT	MILEAGE	MEETING
Power, Katie	4/28/2023	\$100.00	\$ -	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Protiva, Timothy	4/28/2023	\$100.00	\$ 43.68	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Reeves, Morgan	4/28/2023	\$100.00	\$ 37.50	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Riccelli, Karyn	10/13/2022	\$20.00	\$ -	Bi-Monthly APA Meeting / Greater Cleveland Chapter APA / Virtual
Riccelli, Karyn	3/16/2023	\$10.00	\$ -	Greater Cincinnati Northern KY Chapter APA / GCNKY APA / Virtual
Schreiber, Mary	4/5/2023	\$0.00	\$ 33.60	NEO-RLS Dynamic Dialogue: Push Back Against Book Challenges / NEO-RLS / Twinsburg, OH
Seppelt-Paige, Emily	4/5/2023	\$0.00	\$ -	NEO-RLS Dynamic Dialogue: Push Back Against Book Challenges / NEO-RLS / Twinsburg, OH
Smith, Laura	4/5/2023	\$100.00	\$ 23.12	Virginia Hamilton Conference on Multiculture Literature for Youth / CCPL, Kent State University / Kent, OH
Tharp, Denise	04/12/2023 - 04/14/2023	\$350.00	\$ -	Introduction to Crime Prevention / Ohio Crime Prevention Association / Brecksville, OH
Tharp, Denise	04/26/2023 - 4/28/2023	\$955.00	\$ -	Public Library Safety Summit / Library Journal / Columbus, OH
		\$6,915.00		

Financial Statement Analysis

February 2023

The budget presented on this report is the Permanent Appropriations and Estimated Revenues as adopted by the Board at the February Board Meeting.

Revenues

We received additional advances for both of our property tax levies (2.5 and 1.0 Mills) totaling a little over \$21.6 million. The largest advance generally comes to us in February for the first half of the year.

Our monthly distribution for the PLF was received in the amount of \$2,499,027. We will continue to track those amounts monthly, as we did last year. Based on a comparison to last year, this distribution was larger than the amount received in February 2022.

Patron Fines and Fees collected in February were up from last year. Once again, we saw an increase in passport fees for the month based over what we saw last year. This was again one of our larger amounts received in a month since we began offering this service.

The remainder of the revenue accounts are where we would expect them to be one month into our fiscal year.

Expenses

The Salaries and Benefits accounts for one month into our fiscal year are within budget. The Insurance Benefits account shows over 20% spent. In January each year, the Library funds a portion of employee health savings accounts for those who chose that type of healthcare coverage. That amount will reflect a more normal percentage after a couple of months into our fiscal year.

The Library Materials accounts reflect an overall expensed and encumbered of 30.7%. This is typical as the beginning of the year is a larger buying time for materials.

Some of the expense accounts show a larger percentage expensed and encumbered. This reflects the blanker purchase orders for the year, which increases the encumbrances.

Investments

There were five purchases of Commercial Paper and two Agency securities purchased for the month as follows:

Mufg Bank NY \$300,000 at a yield of 5.38%

Natixis NY \$300,000 at a yield of 5.40%

Toyota Mtr Cr Corp \$250,000 at a yield of 5.44%

Ing US FDG LLC \$600,000 at a yield of 5.20%

Toronto Dominion Bank \$600,000 at a yield of 5.41%

Federal Home Loan Bank \$425,000 at a yield 4.81%

Federal Home Loan Bank \$1,000,000 at a yield of 5.02%

Transfers and Advances

There was no transfer or advances for the month.

CUYAHOGA COUNTY PUBLIC LIBRARY								General Fund		
REVENUE								16.7% of Year		
Fiscal 2023 -February										
Acct. No.	General Fund Line Item Description	2023 Revenue	2022 Final Revenue	2023 MTD Received	2022 MTD Received	2023 YTD Received	2022 YTD Received	2023 % Received	2023 Balance	Notes
1200	General Property Taxes	\$58,128,450.00	\$58,211,919.16	\$21,688,914.55	\$21,458,000.00	\$24,975,914.55	\$26,466,000.00	43.0%	(\$33,152,535.45)	
	Gen Prop Taxes-Rel Estate 2.5 Mills	\$39,428,450.00	\$39,468,008.53	\$15,058,914.55	\$14,919,000.00	\$16,830,914.55	\$17,885,000.00	42.7%	(\$22,597,535.45)	
	Gen Prop Taxes-Rel Estate 1.0 Mills	\$18,700,000.00	\$18,743,910.63	\$6,630,000.00	\$6,539,000.00	\$8,145,000.00	\$8,581,000.00	43.6%	(\$10,555,000.00)	
1250	Intergovernmental	\$30,654,620.75	\$31,116,767.95	\$2,499,027.71	\$2,344,767.68	\$4,643,189.57	\$4,434,099.20	15.1%	(\$26,011,431.18)	
	Public Library Fund	\$25,883,070.75	\$26,345,222.57	\$2,497,310.15	\$2,344,767.68	\$4,641,472.01	\$4,434,099.20	17.9%	(\$21,241,598.74)	
	Property Taxes	\$4,771,550.00	\$4,771,545.38	\$1,717.56	\$0.00	\$1,717.56	\$0.00	0.0%	(\$4,769,832.44)	
2200	Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
2300	Local Government	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
3100	Patron Fines & Fees	\$800,000.00	\$903,319.09	\$127,950.98	\$80,138.16	\$276,852.52	\$108,298.44	34.6%	(\$523,147.48)	
	Fines and Fees Income	\$50,000.00	\$50,060.47	\$3,339.98	\$3,268.16	\$2,368.52	\$17,273.44	4.7%	(\$47,631.48)	
	Passport Fee	\$559,400.00	\$627,570.00	\$92,400.00	\$56,840.00	\$202,650.00	\$68,145.00	36.2%	(\$356,750.00)	
	Passport Photo Fee	\$180,000.00	\$216,220.00	\$31,160.00	\$18,780.00	\$67,420.00	\$22,830.00	37.5%	(\$112,580.00)	
	Electric Vehicle Charging	\$600.00	\$562.37	\$69.75	\$0.00	\$69.75	\$0.00	0.0%	(\$530.25)	
	Meeting Room Rental Fees	\$10,000.00	\$8,906.25	\$981.25	\$1,250.00	\$4,344.25	\$50.00	43.4%	(\$5,655.75)	
4000	Interest	\$300,000.00	\$332,469.88	\$13,266.57	\$1,243.91	\$31,593.66	\$1,607.30	10.5%	(\$268,406.34)	
5500	Services Provided Other Entities	\$5,000.00	\$6,006.00	\$179.75	\$15.00	\$264.75	\$39.00	5.3%	(\$4,735.25)	
6100	Restricted Gifts	\$0.00	\$149,414.22	\$0.00	\$55.49	\$0.00	\$68.43	0.0%	\$0.00	
6500	Unrestricted Gifts	\$100,000.00	\$1,158.04	\$9,333.25	\$0.00	\$9,333.25	\$0.00	9.3%	(\$90,666.75)	
8100	Sale of Property	\$25,000.00	\$21,432.77	\$3,850.00	\$0.00	\$3,850.00	\$120.00	15.4%	(\$21,150.00)	
8200	Sale of Resale Supplies	\$87,220.00	\$83,754.94	\$8,005.93	\$5,960.51	\$17,577.97	\$7,747.62	20.2%	(\$69,642.03)	
8300	Rental of Real Property	\$23,110.00	\$21,180.50	\$3,851.00	\$1,925.50	\$3,851.00	\$1,925.50	0.0%	(\$19,259.00)	
8700	Refunds and Reimbursements	\$152,670.00	\$233,593.94	\$4,143.21	\$7,597.85	\$11,638.29	\$8,537.89	7.6%	(\$141,031.71)	
8900	Miscellaneous	\$12,000.00	\$18,620.39	\$99.00	(\$165.75)	\$145.00	\$183.25	1.2%	(\$11,855.00)	
9800	Advances In	\$45,540.85	\$146,396.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$45,540.85)	
9900	Transfers In	\$0.00	\$68,881.01	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
	Carryover	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	100.0%	\$0.00	
TOTAL -- General Fund		\$90,833,611.60	\$91,814,913.89	\$24,358,621.95	\$23,899,538.35	\$30,474,210.56	\$31,528,626.63	33.5%	(\$60,359,401.04)	
TOTAL -- Capital Fund - 402		\$750,000.00	\$19,514,789.94	\$157,169.84	\$115,068.80	\$222,335.76	\$120,191.26	29.6%	(\$527,664.24)	
TOTAL -- Note Retirement Fund - 301		\$4,497,008.77	\$4,481,224.54	\$113.17	\$0.00	\$232.38	\$0.00	0.0%	(\$4,496,776.39)	
TOTAL -- Trust Fund (Regular) - 701		\$25,000.00	\$102,194.12	\$734.22	\$1,570.55	\$4,634.35	\$3,253.22	18.5%	(\$20,365.65)	
TOTAL -- Trust Fund (Special) - 702		\$65,000.00	\$69,759.16	\$7,062.62	\$177.80	\$12,440.72	\$308.43	19.1%	(\$52,559.28)	
TOTAL -- Endowment Fund - 801		\$250.00	\$326.63	\$64.32	\$2.31	\$132.08	\$4.02	52.8%	(\$117.92)	
TOTAL -- Agency Fund (FSA) - 901		\$80,000.00	\$86,002.50	\$8,851.20	\$7,210.34	\$17,282.40	\$14,420.68	21.6%	(\$62,717.60)	
TOTAL -- Libraries Accelerated Learning - 222		\$428,157.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$428,157.56)	
TOTAL -- Project Build - 223		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- My Com Neighborhood - 242		\$0.00	\$32,499.67	\$0.00	\$10,833.37	\$0.00	\$21,666.74	0.0%	\$0.00	
TOTAL -- Memory Lab Grant - 243		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- WVH Garden Grant - 244		\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Adult Education Services - 247		\$922,356.62	\$1,670,824.11	\$5,161.50	\$162,291.43	\$180,533.15	\$169,051.81	19.6%	(\$741,823.47)	
TOTAL -- Family Engagement - 249		\$272,152.00	\$147,299.05	\$40,558.47	\$0.00	\$56,081.34	\$32,000.00	20.6%	(\$216,070.66)	
TOTAL -- IPAD Lab - 253		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Food & Culinary Literacy Program		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Hotspot Lending Program		\$120,000.00	\$255,170.28	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$120,000.00)	
TOTAL --Digital Literacy- 265		\$0.00	\$91,000.00	\$0.00	\$0.00	\$33,250.00	\$33,250.00	0.0%	\$33,250.00	
TOTAL --OH EPA Charging Station- 266		\$0.00	\$26,806.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL --SLN Innovaton Center- 267		\$850,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$850,000.00)	
TOTAL -- Student Success - 270		\$279,917.25	\$211,726.90	\$55,000.00	\$50,000.00	\$55,000.00	\$60,000.00	19.6%	(\$224,917.25)	
TOTAL -- Summer Camps - 280		\$0.00	\$98,946.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.0%	\$0.00	
TOTAL -- Special School Program. - 293		\$39,297.25	\$118,567.15	\$8,775.17	\$2,000.00	\$15,839.84	\$2,000.00	40.3%	(\$23,457.41)	
GRAND TOTAL -- All Funds		\$99,162,751.05	\$118,724,049.94	\$24,642,112.46	\$24,258,692.95	\$31,071,972.58	\$31,994,772.79	31.3%	(\$68,090,778.47)	

CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2023 February												
16.7% of Year												
Acct. No.	General Fund Line Item Description	2023 Appropriation	2022 C/O Encumbrance	2022 Final Expended	2023 MTD Expended	2022 MTD Expended	2023 YTD Expended	2022 YTD Expended	2023 Enc + PY Enc	2023 Exp+Enc	2023% Exp+Enc	2023 Balance
1000s	SALARIES & BENEFITS	46.6%										
1110	Salaries	\$30,800,000.00	\$0.00	\$29,339,850.22	\$2,313,420.37	\$2,172,325.17	\$4,670,593.07	\$4,296,261.24	\$0.00	\$4,670,593.07	15.2%	\$26,129,406.93
1400	Retirement Benefits-Employer	\$4,311,302.00	\$0.00	\$4,101,309.03	\$326,617.76	\$304,793.20	\$651,298.94	\$605,792.27	\$0.00	\$651,298.94	15.1%	\$3,660,003.06
1600	Insurance Benefits-Employer	\$7,116,260.00	\$0.00	\$6,597,211.16	\$501,228.05	\$514,542.69	\$1,423,540.38	\$1,451,764.23	\$0.00	\$1,423,540.38	20.0%	\$5,692,719.62
1900	Other Employee Benefits	\$72,438.00	\$0.00	\$23,378.67	\$1,104.03	\$858.00	\$20,932.19	\$1,556.75	\$0.00	\$20,932.19	28.9%	\$51,505.81
	SUBTOTAL -- SALARIES & BENEFITS	\$42,300,000.00	\$0.00	\$40,061,749.08	\$3,142,370.21	\$2,992,519.06	\$6,766,364.58	\$6,355,374.49	\$0.00	\$6,766,364.58	16.0%	\$35,533,635.42
2000s	SUPPLIES	1.7%										
2100	General Administrative Supplies	\$922,450.00	\$69,065.15	\$769,369.23	\$70,065.32	\$32,076.68	\$107,401.60	\$108,523.78	\$364,065.89	\$471,467.49	47.6%	\$520,047.66
2200	Property Maintenance & Repair Supplies	\$425,805.00	\$1,958.38	\$327,216.72	\$43,300.24	\$27,449.77	\$64,119.96	\$47,242.04	\$363,577.33	\$427,697.29	100.0%	\$66.09
2300	Motor Equipment Fuel & Supplies	\$102,680.00	\$700.00	\$88,557.77	\$8,085.47	\$8,369.99	\$15,868.51	\$13,641.63	\$87,204.37	\$103,072.88	99.7%	\$307.12
2500	Supplies for Resale	\$60,065.00	\$0.00	\$60,065.00	\$0.00	\$4,060.00	\$0.00	\$4,060.00	\$50,000.00	\$50,000.00	83.2%	\$10,065.00
	SUBTOTAL -- SUPPLIES	\$1,511,000.00	\$71,723.53	\$1,245,208.72	\$121,451.03	\$71,956.44	\$187,390.07	\$173,467.45	\$864,847.59	\$1,052,237.66	66.5%	\$530,485.87
3000s	PURCHASED & CONTRACTED SERVICES	16.4%										
3100	Travel & Meeting Expenses	\$180,185.00	\$0.00	\$122,327.10	\$6,076.71	\$7,919.07	\$7,494.32	\$8,900.49	\$0.00	\$7,494.32	4.2%	\$172,690.68
3200	Communications-Printing & Publications	\$1,313,315.00	\$0.00	\$1,398,864.02	\$88,576.95	\$85,826.66	\$219,804.10	\$161,938.09	\$609,956.82	\$829,760.92	63.2%	\$483,554.08
3300	Property Maintenance & Repair Service	\$5,368,587.00	\$428,508.76	\$5,785,426.62	\$254,528.60	\$154,606.53	\$842,194.93	\$462,025.03	\$3,705,879.36	\$4,548,074.29	78.5%	\$1,249,021.47
3400	Insurance	\$377,300.00	\$0.00	\$362,738.44	\$1,186.00	\$4,190.00	\$1,186.00	\$4,190.00	\$376,114.00	\$377,300.00	100.0%	\$0.00
3500	Rents and Leases	\$1,073,285.00	\$24,500.00	\$612,860.85	\$206,011.95	\$193,358.88	\$258,630.56	\$223,679.63	\$781,457.58	\$1,040,088.14	94.7%	\$57,696.86
3600	Utilities	\$1,697,025.00	\$0.00	\$1,425,946.05	\$102,858.83	\$128,226.81	\$252,027.82	\$231,478.58	\$0.00	\$252,027.82	14.9%	\$1,444,997.18
3700	Professional Services	\$2,478,042.00	\$495,427.17	\$3,067,294.75	\$102,484.15	\$88,193.80	\$217,934.51	\$188,039.63	\$1,387,105.69	\$1,605,040.20	54.0%	\$1,368,428.97
3900	Other Contracted Services	\$2,401,261.00	\$274,025.00	\$2,058,335.57	\$134,769.54	\$158,412.73	\$799,229.21	\$806,284.97	\$1,714,488.80	\$2,513,718.01	94.0%	\$161,567.99
	SUBTOTAL -- CONTRACTED SERVICES	\$14,889,000.00	\$1,222,460.93	\$14,833,793.40	\$896,492.73	\$820,734.48	\$2,598,501.45	\$2,086,536.42	\$8,575,002.25	\$11,173,503.70	69.4%	\$4,937,957.23
4000s	LIBRARY MATERIALS & INFORMATION	11.0%										
4100	Books & Pamphlets	\$6,774,000.00	\$346,645.84	\$7,552,274.61	\$956,131.90	\$560,048.68	\$1,849,939.81	\$1,399,495.12	\$725,764.34	\$2,575,704.15	36.2%	\$4,544,941.69
4200	Periodicals	\$160,000.00	\$0.00	\$175,194.91	\$596.73	\$1,078.83	\$13,073.62	\$1,541.08	\$0.00	\$13,073.62	8.2%	\$146,926.38
4300	Audiovisual Material	\$1,729,000.00	\$150,781.82	\$1,038,259.67	\$80,003.03	\$73,466.58	\$199,652.12	\$163,519.37	\$214,840.47	\$414,492.59	22.1%	\$1,465,289.23
4500	Computer Services & Information	\$1,300,000.00	\$0.00	\$1,226,758.65	\$136,768.44	\$102,179.59	\$208,037.53	\$254,416.83	\$0.00	\$208,037.53	16.0%	\$1,091,962.47
4700	Library Material Repair & Restoration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
4900	Library Materials-Other	\$37,000.00	\$7,010.00	\$55,585.45	\$2,479.60	\$1,275.96	\$8,758.08	\$1,919.89	\$2,638.98	\$11,397.06	25.9%	\$32,612.94
	SUBTOTAL -- LIBRARY MATERIALS	\$10,000,000.00	\$504,437.66	\$10,048,073.29	\$1,175,979.70	\$738,049.64	\$2,279,461.16	\$1,820,892.29	\$943,243.79	\$3,222,704.95	30.7%	\$7,281,732.71
5000s	CAPITAL OUTLAY	7.7%										
5100	Purchase of Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
5400	Building Improvements	\$0.00	\$49,627.00	\$218,285.88	\$0.00	\$0.00	\$2,324.00	\$5,500.00	\$47,303.00	\$49,627.00	100.0%	\$0.00
5500	Furniture & Equipment	\$6,833,060.00	\$1,219,564.42	\$1,279,607.57	\$51,696.58	\$2,802.79	\$80,215.58	\$88,649.92	\$1,495,069.71	\$1,575,285.29	19.6%	\$6,477,339.13
5700	Motor Vehicles	\$166,940.00	\$38,085.00	\$63,706.05	\$0.00	\$0.00	\$98,470.00	\$0.00	\$106,555.00	\$205,025.00	0.0%	\$0.00
	SUBTOTAL -- CAPITAL OUTLAY	\$7,000,000.00	\$1,307,276.42	\$1,561,599.50	\$51,696.58	\$2,802.79	\$181,009.58	\$94,149.92	\$1,648,927.71	\$1,829,937.29	22.0%	\$6,477,339.13
7000s	OTHER OBJECTS	0.1%										
7100	Dues and Memberships	\$61,950.00	\$0.00	\$67,547.92	\$1,207.53	\$6,968.00	\$20,264.03	\$40,010.92	\$22,275.00	\$42,539.03	68.7%	\$19,410.97
7200	Taxes and Assessments	\$32,970.00	\$0.00	\$29,889.54	\$3,037.88	\$338.12	\$10,575.37	\$7,201.02	\$0.00	\$10,575.37	32.1%	\$22,394.63
7500	Refunds and Reimbursements	\$3,310.00	\$0.00	\$3,347.95	\$43.75	\$1,557.00	\$99.74	\$1,582.00	\$0.00	\$99.74	3.0%	\$3,210.26
7900	Other Miscellaneous Expenses	\$1,770.00	\$2,000.00	\$2,607.71	\$0.00	\$0.00	\$122.85	\$20.00	\$2,000.00	\$2,122.85	56.3%	\$1,647.15
	SUBTOTAL -- OTHER OBJECTS	\$100,000.00	\$2,000.00	\$103,393.12	\$4,289.16	\$8,863.12	\$31,061.99	\$48,813.94	\$24,275.00	\$55,336.99	54.3%	\$46,663.01
8000s	CONTINGENCY	0.1%										
8999	Contingency	\$133,611.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$133,611.60
	SUBTOTAL -- CONTINGENCY	\$133,611.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$133,611.60
9000s	TRANSFERS OUT	16.4%										
9899	Advances to Other Funds	\$0.00	\$0.00	\$45,540.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
9999	Transfers to Other Funds	\$14,900,000.00	\$0.00	\$23,457,520.92	\$0.00	\$11,854.79	\$0.00	\$25,193.24	\$0.00	\$0.00	0.0%	\$14,900,000.00
	SUBTOTAL -- TRANSFERS OUT	\$14,900,000.00	\$0.00	\$23,503,061.77	\$0.00	\$11,854.79	\$0.00	\$25,193.24	\$0.00	\$0.00	0.0%	\$14,900,000.00
	GRAND TOTAL -- General Fund	\$90,833,611.60	\$3,107,898.54	\$91,356,878.88	\$5,392,279.41	\$4,646,780.32	\$12,043,788.83	\$10,604,427.75	\$12,056,296.34	\$24,100,085.17	25.7%	\$69,841,424.97

CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2023 February												
16.7% of Year												
FUND	Line Item Description	2023 Appropriation	2022 C/O Encumbrance	2022 Final Expended	2023 MTD Expended	2022 MTD Expended	2023 YTD Expended	2022 YTD Expended	2023 ENC + PY Enc	2023 Exp+Enc	2023 % Exp+Enc	2023 Balance
222	TOTAL -- Libraries Accelerated Learning	\$428,157.56	\$0.00	\$0.00	\$6,312.58	\$0.00	\$6,312.58	\$0.00	\$0.00	\$6,312.58	1.5%	\$421,844.98
223	TOTAL -- Project Build	\$25,622.89	\$0.00	\$14,990.20	\$0.00	\$843.67	\$0.00	\$1,318.17	\$0.00	\$0.00	0.0%	\$25,622.89
242	TOTAL -- MyCom Neighborhood	\$1,154.61	\$0.00	\$80,351.51	\$1,154.61	\$21,403.81	\$1,154.61	\$40,447.68	\$0.00	\$1,154.61	0.0%	\$0.00
244	TOTAL -- WVH Garden Grant	\$1,075.86	\$0.00	\$1,970.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,075.86
247	TOTAL -- Adult Education Services	\$1,186,254.75	\$0.00	\$1,599,840.58	\$109,763.42	\$93,865.04	\$217,798.38	\$184,097.09	\$11,492.83	\$229,291.21	19.3%	\$956,963.54
249	TOTAL -- Family Engagement	\$309,066.50	\$0.00	\$165,384.55	\$17,209.11	\$6,488.24	\$25,129.42	\$6,488.24	\$87,695.89	\$112,825.31	0.0%	\$196,241.19
253	TOTAL -- IPAD Lab	\$0.00	\$0.00	\$33.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
256	TOTAL -- Food & Culinary Literacy Programs	\$32,001.35	\$0.00	\$1,064.08	\$759.41	\$0.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00	3.5%	\$30,881.35
257	TOTAL -- Hotspot Lending Program	\$130,170.28	\$0.00	\$245,000.00	\$9,983.33	\$4,298.30	\$19,983.33	\$18,619.60	\$16.67	\$20,000.00	15.4%	\$110,170.28
265	TOTAL --Digital Literacy	\$101,808.65	\$0.00	\$222,668.71	\$7,451.23	\$27,635.44	\$14,809.68	\$79,914.34	\$0.00	\$14,809.68	14.5%	\$86,998.97
266	TOTAL --OH EPA Charging Station Grant	\$0.00	\$0.00	\$26,806.00	\$0.00	\$0.00	\$0.00	\$15,930.00	\$0.00	\$0.00	0.0%	\$0.00
267	TOTAL -- SLN Innovation Center	\$850,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$850,000.00
270	TOTAL -- Student Success	\$280,417.25	\$0.00	\$215,204.29	\$46,099.25	\$17,823.43	\$59,642.72	\$30,422.91	\$8,820.30	\$68,463.02	24.4%	\$211,954.23
280	TOTAL -- Summer Camps	\$61,067.82	\$0.00	\$37,878.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$61,067.82
293	TOTAL -- Special School Programming	\$39,297.25	\$0.00	\$182,764.37	\$0.00	\$7,390.86	\$7,500.00	\$13,121.28	\$0.00	\$7,500.00	19.1%	\$31,797.25
301	TOTAL -- Note Retirement Fund	\$4,527,878.00	\$0.00	\$4,498,249.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$4,527,878.00
402	TOTAL -- Capital Fund	\$10,000,000.00	\$1,568,874.76	\$4,789,536.46	\$13,839.46	\$738,221.49	\$166,851.48	\$863,401.61	\$1,466,192.65	\$1,633,044.13	14.1%	\$9,935,830.63
701	TOTAL -- Trust Fund (Regular)	\$140,000.00	\$2,352.98	\$324,591.31	\$3,528.53	\$2,001.96	\$5,675.48	\$2,636.41	\$7,924.03	\$13,599.51	9.6%	\$128,753.47
702	TOTAL -- Trust Fund (Special)	\$850,000.00	\$0.00	\$158,969.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$850,000.00
801	TOTAL -- Endowment Fund	\$2,500.00	\$322.19	\$2,094.09	\$522.56	\$0.00	\$644.73	\$0.00	\$1,873.78	\$2,518.51	89.2%	\$303.68
901	TOTAL -- Agency Fund (FSA)	\$100,000.00	\$0.00	\$117,085.27	\$9,177.16	\$4,887.25	\$19,590.20	\$12,442.17	\$0.00	\$19,590.20	19.6%	\$80,409.80
	GRAND TOTAL -- All Funds	\$19,066,472.77	\$1,571,549.93	\$12,684,482.70	\$225,800.65	\$924,859.49	\$546,212.61	\$1,268,839.50	\$1,584,016.15	\$2,130,228.76	10.3%	\$18,507,793.94

CUYAHOGA COUNTY PUBLIC LIBRARY							
Capital Fund Balances							
Fiscal 2023 -February							
FUND	CC	Project Budget	2023 Expenditures	Expenditures To Date (1)	Encumbered & Unpaid (2)	Project Balance (3)	STATUS
Capital Fund - 402							
Brecksville	013	\$800,000.00	\$0.00	\$6,710.00	\$36,120.00	\$757,170.00	
Brooklyn	019	\$17,500,000.00	\$136,613.13	\$438,270.90	\$821,918.60	\$16,239,810.50	
North Olmsted	046	\$255,000.00	\$20,150.00	\$27,941.06	\$223,782.00	\$3,276.94	
Total Capital Fund - 402		\$18,555,000.00	\$156,763.13	\$472,921.96	\$1,081,820.60	\$17,000,257.44	

CUYAHOGA COUNTY PUBLIC LIBRARY				
All Funds Cash Balance				
Fiscal 2023 --February				
Fund	Beginning Cash Balance	Receipts To Date	Expenditures To Date	Cash Balance
General Fund	\$3,607,898.54	\$29,974,210.56	\$12,043,788.83	\$21,538,320.27
Debt Service	\$30,869.23	\$232.38	\$0.00	\$31,101.61
Capital Fund - 402	\$48,515,463.59	\$222,335.76	\$166,851.48	\$48,570,947.87
Trust Fund - Regular	\$271,514.37	\$4,634.35	\$5,675.48	\$270,473.24
Trust Fund - Special	\$1,389,245.20	\$12,440.72	\$0.00	\$1,401,685.92
Endowment Fund	\$17,503.65	\$132.08	\$644.73	\$16,991.00
Agency Fund	\$21,199.57	\$17,282.40	\$19,590.20	\$18,891.77
Libraries Accelerated Learning	\$0.00	\$0.00	\$6,312.58	(\$6,312.58)
Project Build	\$25,622.89	\$0.00	\$0.00	\$25,622.89
Keybank FNDTH College Prep/Entrepreneurship	\$0.00	\$0.00	\$0.00	\$0.00
MyCom Neighborhood	\$1,154.61	\$0.00	\$1,154.61	(\$0.00)
Memory Lab Grant	\$0.00	\$0.00	\$0.00	\$0.00
WVH Garden Grant	\$1,075.86	\$0.00	\$0.00	\$1,075.86
Adult Education Services (AES)	\$263,898.13	\$180,533.15	\$217,798.38	\$226,632.90
Family Engagement	\$36,914.50	\$56,081.34	\$25,129.42	\$67,866.42
IPAD Lab	(\$0.00)	\$0.00	\$0.00	(\$0.00)
Food & Culinary Literacy Programs	\$32,001.35	\$0.00	\$1,120.00	\$30,881.35
Hotspot Lending Program	\$10,170.28	\$0.00	\$19,983.33	(\$9,813.05)
Digital Literacy	\$101,808.65	\$33,250.00	\$14,809.68	\$120,248.97
SLN Innovation Center	\$0.00	\$0.00	\$0.00	\$0.00
Student Success	\$500.00	\$55,000.00	\$59,642.72	(\$4,142.72)
Summer Camps	\$61,067.82	\$0.00	\$0.00	\$61,067.82
Kindergarten and Baby Kits	\$0.00	\$0.00	\$0.00	\$0.00
Special School Programming	\$0.00	\$15,839.84	\$7,500.00	\$8,339.84
SUBTOTAL	\$54,387,908.24	\$30,571,972.58	\$12,590,001.44	\$72,369,879.38

CUYAHOGA COUNTY PUBLIC LIBRARY						
Investments Approval						
Fiscal 2023 - February						
Description	Institution of Deposit	Par Value/Qty.	Purchase Yield	Purchase Date	Maturity Date	% of Assets
Money Market Funds						
Sweep Account	Key Bank	\$7,892,822.51	0.40%	n/a	n/a	10.77%
Money Market Fund	Northwest Bank	\$0.00	0.00%	n/a	n/a	0.00%
Money Market Fund	US Bank	\$25,335.38	4.44%	n/a	n/a	0.03%
Money Market Fund	Fifth Third	\$14,645.35	4.40%	n/a	n/a	0.02%
ICS Account	TriState Capital	\$0.00	0.00%	n/a	n/a	0.00%
Star Ohio Accounts						
Star Ohio Accounts	Star Ohio	\$31,859,823.77	4.76%	n/a	n/a	43.47%
US Treasury Notes						
US Treasury	Wells Fargo Securities, LLC	\$570,000.00	0.42%	June 30, 2021	April 15, 2024	0.78%
US Treasury	Morgan Stanley & Co LLC	\$550,000.00	3.45%	August 31, 2022	August 31, 2024	0.75%
US Treasury Bills						
Municipal Bonds						
City of Columbus, OH	BofA Securities, Inc.	\$500,000.00	2.96%	May 17, 2022	April 1, 2025	0.68%
Commercial Paper						
JP Morgan Secs LLC	JP Morgan Securities LLC	\$250,000.00	3.33%	June 21, 2022	March 13, 2023	0.34%
Mufg Bank Ltd NY BRA	Usbna/Cp	\$250,000.00	3.24%	June 27, 2022	March 20, 2023	0.34%
Toronto Dominion Bank	JP Morgan Securities LLC	\$250,000.00	3.32%	June 27, 2022	March 22, 2023	0.34%
Natixis NY	Dbtc Americas	\$500,000.00	3.49%	July 8, 2022	April 3, 2023	0.68%
Toronto	BofA Securities, Inc.	\$500,000.00	3.94%	August 11, 2022	May 8, 2023	0.68%
Citigroup Global Mkts	Citigroup Global Markets, Inc	\$265,000.00	3.71%	August 12, 2022	March 8, 2023	0.36%
JP Morgan Secs LLC	JP Morgan Securities LLC	\$400,000.00	3.78%	August 15, 2022	May 10, 2023	0.55%
Societe Generale 4 A2	BofA Securities, Inc.	\$500,000.00	3.91%	August 31, 2022	May 1, 2023	0.68%
Toronto Dominion Bank	BofA Securities, Inc.	\$500,000.00	4.88%	October 11, 2022	July 7, 2023	0.68%
Royal Bk Cda Ny	Rbc Capital Markets LLC	\$1,070,000.00	4.82%	October 13, 2022	June 15, 2023	1.46%
Bank Amer Secs Inc Disc	BofA Securities, Inc.	\$1,000,000.00	5.07%	October 17, 2022	June 23, 2023	1.36%
Mufg Bank Ltd NY BRA	Usbna/Cp	\$500,000.00	5.24%	October 19, 2022	July 14, 2023	0.68%
Toronto Dominion Bank	Td Securities (USA)	\$510,000.00	5.31%	October 31, 2022	June 29, 2023	0.70%
Natixis NY	Dbtc Americas	\$500,000.00	5.38%	November 3, 2022	July 5, 2023	0.68%
Bank Amer Secs Inc Disc	BofA Securities, Inc.	\$250,000.00	5.46%	November 7, 2022	August 2, 2023	0.34%
Toronto Dominion Bank	Td Securities (USA)	\$250,000.00	5.00%	November 7, 2022	April 6, 2023	0.34%
Natixis NY	Dbtc Americas	\$250,000.00	5.38%	November 14, 2022	August 7, 2023	0.34%
Citigroup Global Mkts	Citigroup Global Markets, Inc	\$270,000.00	5.51%	November 28, 2022	August 22, 2023	0.37%
Citigroup Global Mkts	Citigroup Global Markets, Inc	\$500,000.00	5.51%	December 5, 2022	August 30, 2023	0.68%
National Bk Cda Disc	BofA Securities, Inc.	\$500,000.00	5.22%	December 5, 2022	June 7, 2023	0.68%
BofA Securities Inc	BofA Securities, Inc.	\$400,000.00	5.15%	January 12, 2023	August 15, 2023	0.55%
Lymh Moet Hennessy	Mizuho Securities USA Fxd Inc	\$715,000.00	5.02%	January 12, 2023	July 11, 2023	0.98%
Mufg Bk NY Brh	BofA Securities, Inc.	\$250,000.00	4.92%	January 17, 2023	May 1, 2023	0.34%
National Bk Cda Disc	JP Morgan Securities LLC	\$1,800,000.00	4.99%	January 20, 2023	July 19, 2023	2.46%
Natixis NY	Wells Fargo Securities, LLC	\$1,200,000.00	5.15%	January 20, 2023	October 6, 2023	1.64%
Toyota Mtr Cr Corp	Citibank	\$2,500,000.00	4.93%	January 24, 2023	June 29, 2023	3.41%
Ing US Fdg LLC	JP Morgan Securities LLC	\$2,000,000.00	5.08%	January 25, 2023	August 22, 2023	2.73%
Mufg Bk NY Brh	Wells Fargo Securities, LLC	\$600,000.00	5.03%	January 27, 2023	July 20, 2023	0.82%
Mufg Bk NY Brh	Usbna/Cp	\$300,000.00	5.38%	February 21, 2023	November 14, 2023	0.41%
Natixis NY	Dbtc Americas	\$300,000.00	5.40%	February 21, 2023	November 17, 2023	0.41%
Toyota Mtr Cr Corp	Citibank	\$250,000.00	5.44%	February 22, 2023	November 17, 2023	0.34%
Ing US Fdg LLC	Wells Fargo Securities, LLC	\$600,000.00	5.20%	February 24, 2023	August 22, 2023	0.82%
Toronto Dominion Bank	Citigroup Global Markets, Inc	\$600,000.00	5.41%	February 27, 2023	November 24, 2023	0.82%
Certificate of Deposit						
Certificate of Deposit	Multi-Bank Securities Inc	\$249,000.00	2.65%	May 22, 2019	May 15, 2023	0.34%
Certificate of Deposit	Bankwell Bk New	\$249,000.00	0.49%	July 6, 2020	July 6, 2023	0.34%
Certificate of Deposit	Beal Bank, USA	\$244,000.00	2.10%	June 15, 2022	June 14, 2023	0.33%
Certificate of Deposit	John Marshall Bank	\$89,000.00	2.30%	June 17, 2022	October 17, 2023	0.12%
Certificate of Deposit	Goldman Sachs Bank, USA	\$246,000.00	2.50%	June 15, 2022	December 15, 2023	0.34%
Certificate of Deposit	Capital One Bank (USA) National Assoc	\$246,000.00	2.85%	June 15, 2022	June 17, 2024	0.34%
Certificate of Deposit	The Dart Bank	\$250,000.00	3.10%	June 21, 2022	December 22, 2025	0.34%
Certificate of Deposit	Bangor Svgs Bk	\$244,000.00	4.85%	November 23, 2022	May 23, 2024	0.33%
Agency Securities						
Federal National Mortgage Assoc	BofA Securities Inc/FXD Inc	\$350,000.00	0.25%	May 28, 2020	May 22, 2023	0.48%
Federal Home Loan Mortgage Company	Keybanc Capital Markets, Inc.	\$305,000.00	0.57%	September 30, 2020	September 24, 2025	0.42%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$300,000.00	0.27%	October 8, 2020	August 24, 2023	0.41%
Federal Farm Credit Bank	Intl Fcstone Financial Inc	\$250,000.00	0.50%	October 29, 2020	January 27, 2025	0.34%
Federa Farm Credit Bank	JP Morgan Securities LLC	\$250,000.00	0.40%	November 19, 2020	May 16, 2024	0.34%
Federal Home Loan Mortgage Company	Multi-Bank Securities Inc.	\$390,000.00	0.25%	December 4, 2020	December 4, 2023	0.53%
Federal Home Loan Mortgage Company	Citigroup Global Markets, Inc	\$500,000.00	0.27%	January 22, 2021	March 28, 2024	0.68%

Federal Home Loan Mortgage Company	Intl Fcstone Financial Inc	\$500,000.00	0.65%	January 28, 2021	January 28, 2026	0.68%
Federal Farm Credit Bank	Mizuho Securities USA Inc.	\$500,000.00	0.22%	February 12, 2021	February 12, 2024	0.68%
Federal Home Loan Mortgage Company	Keybanc Capital Markets, Inc.	\$300,000.00	0.65%	February 26, 2021	February 26, 2026	0.41%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$390,000.00	1.00%	March 23, 2021	March 23, 2026	0.53%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$240,000.00	0.50%	May 27, 2021	August 27, 2024	0.33%
Federal Home Loan Mortgage Company	Toronto Dominion Securities	\$250,000.00	0.63%	May 28, 2021	November 27, 2024	0.34%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$140,000.00	0.33%	July 29, 2021	December 29, 2023	0.19%
Federal Home Loan Mortgage Company	Great Pacific Securities	\$255,000.00	1.10%	August 30, 2021	August 24, 2026	0.35%
Federal Home Loan Mortgage Company	Baird, Robert W. & Company In	\$200,000.00	0.60%	October 8, 2021	January 7, 2025	0.27%
Federal Home Loan Mortgage Company	Stonex Financial Inc	\$150,000.00	1.50%	February 28, 2022	February 23, 2024	0.20%
Federal Farm Credit Bank	Amherst Pierpont Securities	\$250,000.00	3.37%	May 26, 2022	May 26, 2026	0.34%
Federal Home Loan Mortgage Company	First Tennessee Bank	\$205,000.00	3.12%	May 27, 2022	May 23, 2025	0.28%
Federal Farm Credit Bank	Stonex Financial Inc	\$250,000.00	3.96%	August 17, 2022	August 17, 2026	0.34%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$250,000.00	3.35%	August 17, 2022	March 8, 2024	0.34%
Federal Farm Credit Bank	Wells Fargo Securities, LLC	\$500,000.00	3.29%	August 24, 2022	August 24, 2026	0.68%
Federal Home Loan Mortgage Company	Stonex Financial Inc	\$120,000.00	5.00%	October 18, 2022	October 18, 2027	0.16%
Federal Home Loan Mortgage Company	BofA Securities Inc/FXD Inc	\$265,000.00	5.00%	October 20, 2022	October 20, 2025	0.36%
Federal Home Loan Mortgage Company	JP Morgan Securities LLC	\$300,000.00	4.79%	November 2, 2022	March 8, 2024	0.41%
US Government Agency Discount Notes						
Federal Home Loan Bank	Mizuho Securities USA Fxd Inc	\$425,000.00	4.81%	January 25, 2023	July 21, 2023	0.58%
Federal Home Loan Bank	BofA Securities Inc	\$1,000,000.00	5.02%	February 9, 2023	December 1, 2023	1.36%
Federal Home Loan Bank	Mizuho Securities USA Fxd Inc	\$700,000.00	5.08%	February 28, 2023	August 25, 2023	0.96%
TOTAL PORTFOLIO						100.00%

This page intentionally left blank.

CUYAHOGA COUNTY PUBLIC LIBRARY

Purchase Approval List

March 28, 2023

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
		ENCUMBRANCE INCREASES			
1		Emily Pilloton-Lam, Author visit			
		SUMMARY: Necessary to increase PO from \$15,000 to \$17,878 for additional travel expenses for STEM Expo author.	Robin		
		As requested by the Learning and Literacy Division.	Wolfson Agency		\$2,878.00
2		Additional electrical installation			
		SUMMARY: Necessary to increase PO from \$24,671 to \$28,971 due to added electrical work needed for new Parma-Snow Auditorium kitchen.			
		As requested by the Operations-Facilities Division.	Wire Men LLC		\$4,300.00
3		5 Focus Group sessions			
		SUMMARY: Necessary to increase amount from \$23,500 to \$27,750 for continuing employee training on diversity and inclusion.	Cuyahoga		
		As requested by the Human Resources Division.	Community College		\$4,250.00
4		Consulting services			
		SUMMARY: Necessary to increase amount from \$96,930 to \$167,730 to assist in the implementation of new payroll software.			
		As requested by the Operations-Finance Division.	Plante Moran		\$70,800.00
		NEW PURCHASES			
5		Yearly lease of 15 HP laptops, Year 1 of 4			
		SUMMARY: Necessary for computer equipment in Innovation Centers at Fairview Park & Warrensville branches and the Writers' Center at South Euclid branch.			
		Four year lease has a total amount not-to-exceed \$36,760.	Hewlett Packard		
		As requested by the Information Technologies Division.	Financial Services		\$9,190.00

CUYAHOGA COUNTY PUBLIC LIBRARY**Purchase Approval List****March 28, 2023**

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
6		Yearly lease of 20 HP laptops, Year 1 of 4			
		SUMMARY: Necessary for additional staff new computer equipment.			
		Four year lease has a total amount not-to-exceed \$32,940.	Hewlett Packard		
		As requested by the Information Technologies Division.	Financial Services		\$8,235.00
7		Electrical work, Blanket for 2023			
		SUMMARY: Necessary for emergency electrical repairs system wide.			
		As requested by the Operations-Facilities Division.	Wire Men LLC		\$20,000.00
8		Hot water tank replacement			
		SUMMARY: Necessary to replace 2 hot water tanks at Administration Building.	Rick's Roofing		
		As requested by the Operations-Facilities Division.	& Remodeling		\$17,447.00
9		New plow & hopper for replacement truck			
		SUMMARY: Necessary to replace truck snow plow & salt hopper due to end of life.			
		As requested by the Operations-Facilities Division.	Zoresco Equipment		\$18,970.00
10		2023 Dodge Promaster cargo van			
		SUMMARY: Necessary for HVAC staff use for Maintenance work.			
		As requested by the Operations-Facilities Division.	Valley Ford		\$57,925.00

CUYAHOGA COUNTY PUBLIC LIBRARY
Purchase Approval List
March 28, 2023

<i>Item</i>	<i>Quantity</i>	<i>Description</i>	<i>Supplier</i>	<i>Unit Cost</i>	<i>Total Amount</i>
		GRANT PURCHASES			
11		Bendable Plus software, Year 1			
		SUMMARY: Necessary for a new discovery tool that makes workforce training			
		resources easily accessible to lifelong learners.			
		Funded through the CCPL Foundation grant.			
		As requested by the Executive Division.	Baker & Taylor		\$17,914.00

[illegible]

CUYAHOGA COUNTY PUBLIC LIBRARY

RESOLUTION AUTHORIZING CCPL TO PUBLICLY ADVERTISE FOR BIDS TO MAKE INTERIOR AND EXTERIOR IMPROVEMENTS TO THE BRECKSVILLE BRANCH LIBRARY

WHEREAS, the Cuyahoga County Public Library System is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and

WHEREAS, Cuyahoga County Public Library entered into agreement with Matt Ross Architects, Inc. to design the addition of new study rooms and renovate the staff work area, and install exterior drive-up book drops and a transaction window; and

WHEREAS, the cost estimate to make these interior and exterior improvements at the Brecksville Branch Library is **One Million, Four Hundred Eighteen Thousand, Three Hundred Fifty Nine Dollars (\$1,418,359.00)**;

NOW THEREFORE BE IT RESOLVED, the President of the Board of Trustees of Cuyahoga County Public Library does hereby authorize the Operations Division to advertise for bids to provide interior and exterior improvements for the Library.

Approved March 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary



Cuyahoga County Public Library
Brecksville Branch
Drive Up Window + Study Rooms
DD Estimate



3.9.2023

		Total Cost	Cost/SF
1	General Requirements	\$ 68,280	\$ 28.45
2	Existing Conditions	\$ 27,897	\$ 11.62
3	Concrete	\$ 30,554	\$ 12.73
4	Masonry	\$ 85,865	\$ 35.78
5	Steel	\$ 42,124	\$ 17.55
6	Wood, Plastic & Composite	\$ 18,000	\$ 7.50
7	Roofing	\$ 30,375	\$ 12.66
8	Openings	\$ 134,150	\$ 55.90
9	Finishes	\$ 95,933	\$ 39.97
10	Specialties	\$ 15,600	\$ 6.50
12	Furniture	by owner	
21	Fire Suppression	\$ 13,500	\$ 5.63
22	Plumbing	\$ 26,720	\$ 11.13
23	HVAC	\$ 45,000	\$ 18.75
26	Electrical	\$ 70,500	\$ 29.38
27	Communication	\$ 12,000	\$ 5.00
28	Electronic Safety and Security	\$ 18,200	\$ 7.58
31	Earthwork	\$ 64,346	\$ 26.81
32	Exterior Improvements	\$ 110,362	\$ 45.98
33	Utilities	\$ 9,610	\$ 4.00
	Subtotal	\$ 919,016	\$ 382.92
	GC Bond, Permit, Insurance 3%	\$ 27,570	\$ 11.49
	GC Overhead & Profit 15%	\$ 141,988	\$ 59.16
	Subtotal	\$ 1,088,575	\$ 453.57
	Construction Escalation (2024) 3%	\$ 32,657	\$ 13.61
	Design Contingency 15%	\$ 168,185	\$ 70.08
	Construction Contingency 10%	\$ 128,942	\$ 53.73
	Total Construction Cost	\$ 1,418,359	\$ 590.98

Clarifications

2024 Costs - Project to Bid forth quarter 2023 and be awarded by first quarter of 2024

Based on Matt Ross Drawings dated March 6, 2023

Work to occur during the day

Based on single competitive bid GC

15% design contingency included in totals

10% construction contingency included in totals

Cuyahoga County Public Library

A RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AN AGREEMENT WITH CBLH DESIGN FOR DESIGN SERVICES IN CONNECTION WITH THE ADDITION AND RENOVATION OF THE SOLON LIBRARY

Whereas, the Cuyahoga County Public Library (the "Library") is a county library district and political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board of Library Trustees (this "Board") is body politic and corporate organized and acting under relevant provisions of the Ohio Revised Code, including sections 3375.22 and 3375.40 of the Ohio Revised Code; and

Whereas, this Board previously authorized the Chief Executive Officer and Staff to negotiate an agreement for Design Services for the addition and renovation of Library facilities located in the City of Solon and designated as the Solon Branch Project (the "Project"), based on responses to a Request for Professional Qualifications previously issued; and

Whereas, the Chief Executive Officer and Staff did negotiate with the ranked responders to the Request for Professional Qualifications in accordance with Chapter 153 of the Ohio Revised Code and proposed the contract with CBLH Design (the "Design Firm") for design services for the Project; and

Whereas, this Board has determined that it is in the interest of the Library to proceed with the execution of the Agreement with CBLH Design for design services for the Project.

Now therefore be it resolved by the Cuyahoga County Public Library:

Section 1. The President of the Board of Trustees concurs with the result of negotiations by the Chief Executive Officer and Staff for the Agreement with the Design Firm for the Project in the amount of **\$321,750.00**.

Section 2. That the Board of Trustees hereby authorizes the Chief Executive Officer to execute and deliver on behalf of the Library the Agreement to the Design Firm in an amount, not to exceed **\$321,750.00**.

Section 3. It is found and determined that all formal actions of this Board concerning and relating to this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved March 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Cuyahoga County Public Library
2111 Snow Road
Parma OH 44134

and the Architect:
(Name, legal status, address and other information)

CBLH Design, Inc.
7850 Freeway Circle #101
Cleveland OH 44130

for the following Project:
(Name, location and detailed description)

CCPL Solon Addition and Renovation
34125 Portz Parkway
Solon, OH 44139

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:55:43 ET on 03/20/2023 under Order No.2114310356 which expires on 04/10/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1229475384)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program shall be developed in collaboration with Owner to develop the Owner's requirements

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project shall be a renovation and addition to the existing library structure. Anticipated addition is approximately 4500 SF

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$3,300,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:55:43 ET on 03/20/2023 under Order No. 2114310356 which expires on 04/10/2023. Is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1229475384)

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk via Guaranteed Maximum Price

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

n/a

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jeffrey Mori
Director of Facilities
Cuyahoga County Public Library
2111 Snow Rd
Parma OH 44134

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

.2 Civil Engineer:

thru Architect

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jeffrey Valus
 Principal
 CBLH Design
 7850 Freeway Circle #101
 Cleveland OH 44130

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Barber and Hoffman
 2217 E 9th Street
 Suite #350
 Cleveland, OH 44225

.2 Mechanical Engineer:

PTA Engineering
 275 Springside Drive
 Akron, OH 44333

Init.

.3 Electrical Engineer:

PTA Engineering
275 Springside Drive
Akron, OH 44333

.4 Civil Engineer:

Environmental Design Group
450 Grant Ave
Akron OH 44311

.5 Landscape Architecture:

Environmental Design Group
450 Grant Street
Akron, OH 44311

.6 Cost Estimating:

Blundall and Associates
7223 Engle Road
Fort Wayne, IN 46804

.7 Site Survey:

McSteen Land Surveyors
1415 E 286th Street
Wickliffe, OH 44092

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

Init.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and four million (\$ 4,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

Init.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

Init.

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

Init.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Record Model Only
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Owner
§ 4.1.1.21 Telecommunications/data design	Architect

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:55:43 ET on 03/20/2023 under Order No. 2114310356 which expires on 04/10/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1229475384)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

Init.

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (Weekly) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within nineteen (19) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

Init.

The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

Init.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:55:43 ET on 03/20/2023 under Order No.2114310356 which expires on 04/10/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1229475384)

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$321,750.00 for professional services; \$3500 for reimbursables

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated fee or time and materials based on CBLH 2023 rate schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Program / Space Analysis Phase	two	percent (2	%)
Schematic Design Phase	twenty	percent (20	%)
Design Development Phase	twenty-five	percent (25	%)
Construction Documents Phase	thirty	percent (30	%)
Bidding & Permitting Phase	three	percent (3	%)
Construction Phase	twenty		20	
(Row deleted)				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

Init.

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Jeffrey J. Valus, Principal

(Printed name, title, and license number, if required)

Init.

/

Exhibit A



February 6, 2023

Mr. Jeffrey Mori
 Director of Facilities
 Cuyahoga County Public Library
 2111 Snow Road
 Parma, Ohio 44134

Re: Architectural Design Services Proposal
 Cuyahoga County Public Library – Solon Branch Addition and Renovation
 34125 Ports Parkway
 Solon, Ohio 44139

Dear Mr. Mori:

CBLH Design is excited to have this opportunity to work with CCPL on the Solon Library. This proposal is based on our understanding of the scope of work for the project and the services CBLH will be providing.

A. Project Description

The scope of services and fees are based upon the CCPL RFQ for architectural services for the design of an addition and renovations to the library branch in the city of Solon.

- The Solon Branch addition will be approximately 4,500 s.f
- The design of the addition will be an 'extension' of the existing architecture.
- The construction budget is \$3,300,000.00.
- The construction delivery method will be a Construction Manager at Risk (CMR).
- The design duration will be eight (8) months. The bidding and construction duration will be approximately eleven (11) months with the final timeline being determined by the CMR.
 - o Program/Space Analysis One (1) month
 - o Schematic Design Two (2) months
 - o Design Development Two (2) months
 - o Construction Documents Three (3) months
 - o Bidding & Permitting One (1) month
 - o Construction Administration & Closeout Ten (10) months (TBD by CMR).

B. Scope of Services

The following Consultants are included in this proposal:

- MEPT Engineering – PTA Engineering
- Structural Engineering – Barber & Hoffman
- Civil Engineering – Environmental Design Group
- Landscape Architecture – Environment Design Group
- Cost Estimating - Blundall and Associates
- Survey - McSteen

Program/Space Analysis

- Work with CCPL to confirm/develop the appropriate program and addition size
- Assist CCPL with Community Engagement.

Schematic Design

- Develop site plan, building floor plan and exterior building elevations
- Develop preliminary design of MEP systems
- Develop preliminary design of structural system
- Develop preliminary design of civil and landscape
- Provide a building code analysis of all applicable building codes
- Provide a cost estimate of probable construction cost that is associated with the schematic design

Design Development

February 6, 2023

Mr. Jeff Mori

CCPL – Solon Branch Addition and Renovation

- Finalize site plan, building floor plan and exterior building elevations
- Finalize design of MEP systems
- Finalize design of structural system
- Finalize design of civil and landscape
- Provide a building code analysis of all applicable building codes
- Provide a cost estimate of probable construction cost that is associated with the design development documents

Construction Documents

- Provide final architectural and engineering construction documents
- Provide a cost estimate of probable construction cost that is associated with the construction documents

Bidding and Permitting

- Submit construction documents to building department and respond to any adjudication letters
- Assist CMR with bidding

Construction Administration and Closeout

- Attend weekly project meetings
- Observe on-going construction progress for conformance to construction documents
- Review and respond to RFI's
- Review shop drawings and submittals
- Review change orders
- Review and approve CMR monthly pay applications
- Prepare final punch list for CMR
- Provide record documents based on as-builts received by CMR
- After occupancy, attend eleven (11)-month walk through with CCPL and CMR

C. Fee Proposal

CBLH Design proposes to provide professional services described within this proposal for a fixed fee of \$321,750.00. The basic services fee would not increase unless the project budget would grow by more than 10%.

The fee distribution will be the following:

- | | |
|--|-----|
| - Program/Space Analysis | 2% |
| - Schematic Design | 20% |
| - Design Development | 25% |
| - Construction Documents | 30% |
| - Bidding & Permitting | 3% |
| - Construction Administration & Closeout | 20% |

D. Reimbursables

CBLH Design proposes a reimbursable allowance of \$3,500.00. Reimbursable will be invoiced at cost and could include items such as:

- Printing
- Plan Review fees
- Photography

E. Additional Services

The following services are not included in base fee proposal and will require additional compensation.

- Geotechnical
- Special Inspections/Testing
- Commissioning
- Signage
- Artwork selection
- LEED

February 6, 2023

Mr. Jeff Mori

CCPL – Solon Branch Addition and Renovation

Summary

Thank you for the opportunity to propose professional architectural services for this important project. Upon acceptance of this proposal, we understand formal AIA agreement will be executed. If you have any questions, please contact me at any time.

Sincerely,

CBLH Design, Inc

Jeffrey J. Valus, Principal
AIA, LEED AP BD+C

cc: Nicole Berardi – CBLH Design

EXHIBIT B – CCPL SUPPLEMENTAL CONDITIONS**SUPPLEMENTAL CONDITIONS TO AIA DOCUMENT B101-2017****FOR THE CCPL SOLON ADDITION & RENOVATION PROJECT**

These Supplemental Conditions to the Standard Form of Architect Services Agreement between Owner and Architect are as follows:

1. Architect grants to Owner access to all of Architect's books and records of the above-referenced project at all times during the project and for a period of time no less than three (3) years following completion of the above-referenced project. The owner shall have the right to audit architect's books and records related to the project at any time.
2. The Dispute Resolution procedures set forth in the contract are modified as follows:
 - Prior to the initiation of litigation, the parties shall endeavor to resolve their dispute by direct communications between the representatives of each party.
 - Prior to the initiation of litigation by Architect, Architect's Representative must advise Owner's Representative of any and all claims that could be the basis for the initiation of litigation. Following notification, Owner's Representative and Architect's Representative shall meet and confer to discuss the claims, which meet and confer must occur within twenty-one (21) days following receipt of notification of the claim from Architect to Owner. Once either the representative of the Architect or Owner deem such negotiations unsuccessful, only then may Architect initiate litigation. Such meeting must occur in or about Cuyahoga County, Ohio.
3. Architect shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual preference, gender or national origin. Architect shall take affirmative action to ensure that all consultants employed by Architect are aware of this provision and strictly enforce it. Architect shall further ensure that all applicants and employees are treated during employment without regard to race, color, religion, sex, sexual preference, gender or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off, termination, rates of pay, or other forms of compensation and selection for training.

Cuyahoga County Public Library

Resolution Authorizing the Execution of a Contract for a New HRIS & Payroll Systems

- Whereas**, The Cuyahoga County Public Library (the “Library”) determined that the current Payroll and HRIS system needed to be replaced; and,
- Whereas**, The Library previously entered into a contract with Plante Moran to assist with the preparation of an RFP and distribution to approximately 10 providers for the purchase of the system; and,
- Whereas**, The Library received responses from 4 providers and short listed 2 of the respondents to conduct on-site interviews. Those providers were the Ultimate Kronos Group (UKG) and Ceridian. The interviews were conducted this past October 2022; and,
- Whereas**, At the conclusion of the interviews the 2 companies were scored based on Comments from the attendees and the core team. The Company that the Library has determined would best fit our needs is UKG; and,

Now therefore be it resolved

That the Board of Trustees of Cuyahoga County Public Library authorizes The Chief Operations Officer to execute a 5 year contract with UKG to implement and install a HRIS & Payroll Systems with a cost of the first year not to exceed \$424,021.60 (of which \$165,196.00 are one time costs) plus \$18,000.00 in travel expenses to be billed as incurred. The costs of the years 2 through 5 would be approximately \$1,143,057.00 bringing the total 5 year contract costs to \$1,585,079.00.

Approved 28 March 2023

Dean E. DePiero
President

Maria L. Spangler
Secretary



Quote#: Q-148545
Expires: 30 March, 2023
Sales Executive: John Jamieson

ORDER FORM

Order Type: Quote
Date: 07 Mar, 2023

Bill To Contact:

Bill To: Cuyahoga County Public Library
2111 Snow Rd
Parma, OH 44134-2792 USA

Ship To Contact: Robert Dolan

Ship To: Cuyahoga County Public Library
2111 Snow Rd
Parma, OH 44134-2792 USA

Ship to Phone: 216-749-9511

Ship to Mobile:

Contact: Robert Dolan

Email: rdolan@cuyahogalibrary.org

Currency: USD

Customer PO Number:

Solution ID: 6192694

Initial Term: 60 months

Billing Start Date: Upon Signature of Order Form

Shipping Terms: Shipping Point

Ship Method: FedEx Ground

Freight Term: Prepay & Add

Renewal Term: 12 months

Payment Terms: Net 30 Days

Order Notes:

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.

Great Place to Work Certification – Assess Tier is subject to the Agreement and the supplemental terms located at:
<http://www.ukg.com/supplement/GPTWCertification>.

The amount specified on this Order Form to be paid by Customer for its annual advance payment reflects Customer's minimum annual fees to be paid to UKG. Additional fees may be invoiced and owed on a monthly basis if Customer's actual usage of the Applications exceeds the minimum number of employees for which Customer is making its annual advance payment.

Before including any health related questions in UKG Ready Attestation please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

UKG warrants that provided Customer is current on its obligations under the Agreement, the Software listed on the Order Form Quote # Q-148545 shall meet the applicable functionality requirements identified in Appendix A of the Request for Proposal Cuyahoga County



Public Library HRIS-and-Payroll-System-Software-and-Implementation-Services-RFP (the "RFP") as clarified in UKG' Response to the RFP. Customer's sole remedy for breach of the foregoing warranty is for UKG to repair or replace the Software listed in the applicable Order Form or termination of the Agreement on a prospective basis.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
UKG READY TIME	860	USD 3.36	USD 2,889.60
UKG READY ACCRUALS MANAGER	860	USD 0.56	USD 481.60
UKG READY LEAVE	860	USD 0.84	USD 722.40
UKG READY SCHEDULER	860	USD 1.40	USD 1,204.00
UKG READY HR	860	USD 3.36	USD 2,889.60
UKG READY BENEFITS	860	USD 3.08	USD 2,648.80
UKG READY LEARNING	860	USD 1.96	USD 1,685.60
UKG READY PAYROLL	860	USD 3.36	USD 2,889.60
UKG READY ACA MANAGER	860	USD 0.28	USD 240.80
UKG READY COMPENSATION	860	USD 0.56	USD 481.60
UKG READY PERFORMANCE	860	USD 0.56	USD 481.60
UKG READY ATTESTATION	860	USD 0.28	USD 240.80
UKG READY RECRUITING	860	USD 0.56	USD 481.60
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
GREAT PLACE TO WORK CERTIFICATION - ASSESS TIER	1	USD 0.00	USD 0.00
UKG READY PAYROLL SERVICES WITH SMARTCHECK	860	USD 2.00	USD 1,720.00
UKG READY PEOPLE INSIGHTS	860	USD 1.12	USD 963.20
UKG PRO DOCUMENT MANAGER	860	USD 1.80	USD 1,548.00
Total Price			USD 21,568.80

One Time Setup Fee

Billing Frequency: 4 Equal Quarterly Installments, commencing at the end of month in which this Order Form is dated

Item	Total Price
One Time Setup Fees	USD 118,400.00

Optional Services

Billing Frequency: 4 Equal Quarterly Installments, commencing at the end of month in which this Order Form is dated

Item	Total Price
Onsite Training	USD 31,596.00
PR History Load	USD 15,200.00
Monthly Total	USD 46,796.00



Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 21,568.80

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 258,825.60

Item	Total Price
Total One Time Fees	USD 165,196.00

CUYAHOGA COUNTY PUBLIC LIBRARY**Kronos SaaS, Inc.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to Cuyahoga County Public Library (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your Ready SaaS Solution

Cuyahoga County Public Library and Kronos are deploying the following Ready modules with 1 location(s), 1 EINS and 1 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	860	1	185 Days
UKG READY ACCRUALS MANAGER	860	1	
UKG READY SCHEDULER	860	1	
UKG READY HR	860	1	
UKG READY PAYROLL	860	1	
UKG READY PAYROLL SERVICES WITH SMARTCHECK	860	1	
UKG PRO DOCUMENT MANAGER	860	1	
Value Add Modules	Employees	Deployments	Estimated Duration
UKG Ready Learning	860	1	60 Days
UKG Ready Attestation	860	1	10 Days
UKG Ready ACA Manager	860	1	15 Days
UKG Ready Recruiting	860	1	30 Days
UKG Ready Compensation	860	1	15 Days
UKG Ready Performance Management	860	1	30 Days
UKG Ready Leave	860	1	30 Days

Cuyahoga County Public Library and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between Cuyahoga County Public Library and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization’s specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, Cuyahoga County Public Library and Kronos will deploy the following core modules and functionality in 185 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints. All reasonable efforts will be made by both parties to use the UKG Ready Time and Attendance application to enter time and absence data or the first pay period to be paid in January 2024.

Ready Core	Kronos Delivered Value
UKG Ready Time	<p>UKG Ready Time deployment gets you started with the ability to enter time and absence data and pay employees through these core components:</p> <ul style="list-style-type: none"> • Total Cost Centers • Profiles <ul style="list-style-type: none"> • Timesheet • Time Off Request • Pay Calculations • Pay Prep • Security • Points • Tables <ul style="list-style-type: none"> • Rate • Holiday • Manager Levels • Employee Perspective Scorecards • Workflows <ul style="list-style-type: none"> • Time Off Requests • Timesheet Change Requests • Schedules <ul style="list-style-type: none"> • Daily Rules • Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports <ul style="list-style-type: none"> • 61 commonly used pre-configured reports are included in the implementation • Kronos will configure up to 5 additional custom reports using the standard functionality in the software • Timekeeping Admin Training
UKG Ready People Insights	<p>UKG Ready People Insights core functionality deployment gets you started by establishing standard views of common information helpful to business stakeholders. The standard views Kronos will provide during this project include:</p> <ul style="list-style-type: none"> • Calculation of flight risk • Configurable alerts using AIMEE Insights • Standard reporting including pivot functionality

	<ul style="list-style-type: none"> • Flight Risk Dashboard tile • Voluntary Termination Reason Mapping (*if HR Module) • UKG Ready People Insights requires UKG Ready Time
UKG Ready Accruals Manager	<p>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:</p> <ul style="list-style-type: none"> • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires UKG Ready Time) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires UKG Ready Time) • Visibility to projected balances • Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Configure accruals profiles and assign to employees <p>Please note that UKG Ready Accruals Manager requires UKG Ready Time.</p>
UKG Ready HR	<p>UKG Ready HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> • Core employee demographics • Onboarding • Checklists <ul style="list-style-type: none"> • Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed • Personnel management • Benefits administration • Open enrollment / life event • Work Flows <ul style="list-style-type: none"> • Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed • HR documents & forms <ul style="list-style-type: none"> • Up to 10 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed • Incident tracking • Certification / Credential • Asset management • Compliance reporting • Standard reporting • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Interface bundle using customer supplied data in standard file formats • HR Admin Training

UKG Ready Payroll	<p>UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed for tax filing (if using a provider other than UKG Ready Payroll Services) through:</p> <ul style="list-style-type: none"> • Pay Period Profiles • Up to two Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • All Payroll Configurations Include: <ul style="list-style-type: none"> • Standard Dashboard Widgets • Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Administrative Training <p>Please note: UKG's Project Team will oversee 2 live Payroll Periods in collaboration with client.</p>
--------------------------	---

UKG Ready Payroll Add on Package	Quantity	Kronos Delivered Value
Payroll History	1	Payroll Historical Data Load for up to 1.00 prior years using Customer-supplied data in Kronos-supplied format after go-live.

UKG Ready Payroll Services	<p>UKG Ready Payroll Services deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through:</p> <ul style="list-style-type: none"> • Election of services • Confirmation of Funding method • Testing of Funding bank account • Tax Account ID, Frequency & Rate* • Balancing Current Year Payroll Tax Payments • Collection of Power of Attorney forms for all jurisdictions • Delivery policy configuration • Shipping account authorization and configuration • Confirmation Multi-state new hire registration (if applicable) • Master Vendor maintenance • Payroll Processing Notifications • Tax Code configuration verification reporting • UKG Ready Payroll Services New administrator training
-----------------------------------	---

	<p><i>*Services can only be provided for tax accounts with valid Tax ID provided</i></p> <p>Please note: It is the responsibility of the customer to provide all requested information including year-to-date payroll and tax payment information, valid tax account ID's for all active tax jurisdictions and requested Power-of-attorney forms.</p>
UKG Ready Scheduler	<p>UKG Ready Scheduler provides the automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through:</p> <ul style="list-style-type: none"> • Schedule build based on budget & demand • Fill w/best-fit employee preferences & skills • Drag-n-Drop scheduling tools • Configurable color-coded scheduling views • Budgeting constraint visibility • Configurable routing & approval workflow • Tools for determining schedule effectiveness • True rate cost of schedule* <p>*Scheduler function requires UKG Ready Time</p>
UKG Ready Benefits	<p>UKG Ready Benefits deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> • Employee Self-Service capabilities including open enrollment/life events • Dependent and beneficiary record keeping • Drag-n-Drop scheduling tools • One time data load of benefit enrollments, including dependents and beneficiaries • Benefit maintenance training • 10 carrier feeds including benefit providers, COBRA connectivity to a TPA, and Financial Connectivity (Each file needed, even to the same vendor, will count as one feed) • Smart Forms • Standard Reporting <p>Please note: UKG Ready Benefits requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds</p>

Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with Cuyahoga County Public Library to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
UKG Ready Leave	UKG Ready Leave adds comprehensive leave administration through:

	<ul style="list-style-type: none"> • Federal & state leave policy enforcement • Employer-specific leave policy enforcement • Qualifying questionnaire • Leave eligibility, type & duration determination • Leave case routing workflow • Leave case life cycle monitoring • Leave hour interface with timesheets • Employee self-service leave request & history • Standard reporting & email notification alerts • One-Time data load using customer-supplied data – current leave cases, leave case entries & entitlement balances in a standard Kronos-supplied format <p>Please note: This module provides maximum value when used with UKG Ready Time, UKG Ready Accruals & UKG Ready HR.</p>
UKG Ready ACA Manager	<p>UKG Ready ACA Manager provides proactive administration of your ACA compliance strategy across the Ready solution through:</p> <ul style="list-style-type: none"> • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability* • Settings for minimum value plan** • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format <p>*ACA Function requires UKG Ready Payroll **ACA Function requires UKG Ready HR</p> <p>Please note: This module provides maximum value when used with UKG Ready Time, UKG Ready HR & UKG Ready Payroll.</p>
UKG Ready Compensation	<p>UKG Ready Compensation automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> • Configurable compensation cycles • Tie compensation to performance outcomes • Import/export Excel-based compensation proposals • Routing & approval workflows • Complete compensation process visibility • Budget vs. proposed comparison <p>Please note: UKG Ready Compensation requires UKG Ready HR.</p>

UKG Ready Attestation	<p>UKG Ready Attestation module provides documentation proof of compliance for required administration to UKG Ready Time by automatically enforcing your policies through:</p> <ul style="list-style-type: none"> • Configurable questions & response choices • Automated notification & reminders • Several employee prompts with workflows <ul style="list-style-type: none"> • Prompts differ based on attestation prompt • Work Flows <ul style="list-style-type: none"> • Up to 3 will be configured by the Kronos project team, however the Customer can configure as many as needed • Functionality for the InTouch Clock vs. the Web may differ • Full Audit Report <p>Please note: UKG Ready Attestation requires UKG Ready Time.</p>
UKG Ready Performance	<p>UKG Ready Performance provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> • Full Performance Configuration • Up to 3 review profiles will be configured by the Kronos project team, however the Customer can configure as many as needed • Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customer will be responsible for the setup of each development area. <p>Please note: UKG Ready Performance requires UKG Ready HR.</p>
UKG Ready Recruiting	<p>UKG Ready Recruiting provides proactive administration of your Recruitment strategy across the Ready solution through:</p> <ul style="list-style-type: none"> • Applicant Configuration • Job Requisitions • Work Flows <ul style="list-style-type: none"> • Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed • Applicant Administration • Checklists <ul style="list-style-type: none"> • Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed • Tracking/recruitment custom forms <ul style="list-style-type: none"> • Up to 5 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed • Talent tracking – training, skills, certifications • Communication and Notification templates <ul style="list-style-type: none"> • Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed • Standard reporting

Please note: UKG Ready Recruiting requires UKG Ready HR.

UKG Ready Integration Hub

UKG Ready Integration Hub enables data to flow between Ready and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3rd party format to send to the 3rd party system. The types of interfaces/integrations that can be supplied under this project include:

- UKG Ready Time Interface bundle using customer-supplied data in standard file formats
 - UKG Ready Accruals Interface bundle using customer-supplied
- UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats
 - Employee Availability Import from 3rd party system
 - Schedule detail export
- UKG Ready HR Interface bundle using customer-supplied data in standard file formats
 - Benefit enrollment exports
 - Employee deduction election imports
 - Employee demographic exports
- UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats
 - ACH payroll employee direct deposit file exports
 - ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.)
 - Payroll employee withholding amount exports
 - Pension enrollment export (e.g. 401k)
 - Pension census export (e.g. 401k)
 - New hire reporting export
 - Positive pay export
 - Payroll journal export to G/L, 1 acct structure
 - Tax payment & filing Interface

Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3rd party vendor and/or can accept data from said 3rd party vendor into Ready standard data fields. Below are some examples of

	<p>interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer.</p> <ul style="list-style-type: none"> • John Hancock Retirement Planning Service • Blue Cross Blue Shield of Texas • HSA Bank • Discovery Benefits • Bankers Fidelity • The Standard <p>Please note: One of the 5 interfaces will be an export file to Ohio Public Employees Retirement System (OPERS). UKG will make a commercially reasonable effort to deliver this required export. Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.</p>

UKG Ready Learning	<p>UKG Ready Project Team Configuration of:</p> <ul style="list-style-type: none"> • Creation of Learning Academy • Learning Profile assignments • Bulk Upload of Employee information to LMS • Security settings <p>UKG Ready Project Team will provide training enabling client to Administrate:</p> <ul style="list-style-type: none"> • Content creation • Addition of Courses, Exams, OJTs and Polls • Assignment of courses to individuals or groups of employees • Dashboard configuration for employees, managers, and administrators • Reporting functionality
---------------------------	--

Administrator and Super User Training

Included in each Customer's software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
Administrator and Super User Training	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> • Learning Center, Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: <ul style="list-style-type: none"> • Interactive self-paced, on-demand modules • "How to" videos and snippets • Printable job aids • Recommended learning plan(s) aligned to each user's roles within Ready • Online, public instructor-led class(es) • "Train the Trainer" enablement and materials

	<ul style="list-style-type: none"> • Editable templates and tools to be leveraged by the administrators to deliver manager and employee training • Manager and employee-focused job aids for common tasks within Ready
Change Management and User Adoption Training	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

A total of 5 days has been purchased for on-site consultation. UKG's Project Team will partner with the customer's project team to coordinate on-site agenda and scheduling. Travel Expenses will not exceed \$18,000.00 and will be billed after each on-site trip, subject to the terms of this agreement.

Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
 - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
 - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request.
 - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
 - Completing all required, Kronos supplied templates used to complete the Discovery process
 - Physical installation and/or mounting of all time clocks associated with this project.
 - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations
 - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
 - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
 - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
 - Providing all required data imports in the approved Kronos format
 - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third

party vendors that may also be involved with the project.

- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team.

Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee

- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.



Launch Overview – Document Manager

This Launch Overview outlines the scope of services to be provided by UKG for the implementation of the Application purchased in this Order.

The Launch services described herein are fixed price based and subject to the terms and conditions of the Order Form and this Order. Unless otherwise defined herein, words and expressions defined in the Order Form or this Order shall have the same meaning in this Launch Overview.

UKG's Launch methodology ("Launch") provides proven and repeatable processes that are supported with standard tools, templates and proven training paths that deliver a successful launch of the Application. UKG partners with the Customer throughout the Launch process performing tasks such as discovery workshops, system configuration, testing, production support, and project management.

With Launch, UKG uses its proven methodology to provide training and services to deploy the Application. Launch will be delivered as described in this document.

1. Introduction to Launch

Deployment Strategy

The deployment of the Application is a collaborative endeavor. UKG will work with Customer to determine the most logical and efficient deployment plan of the Application based upon Customer's current environment, Application purchased, Customer's available resources and other driving factors.

Launch Methodology

The Launch Methodology provides a framework that generally describes how the project will progress from the start to finish. UKG's Launch Methodology includes the following phases:

Welcome: Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and software access.

Requirements This phase is designed to profile Customer's configuration through review of existing reports, analyze requirements to develop a solution design, and configure the solution.

Build: This phase is designed to configure the Application.

Test: This phase is designed to test the Application prior to deployment.

Go-Live: This phase is designed to finalize configuration and data in order to deploy the Application.

2. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the *Roles and Responsibilities* sections of this document. UKG and Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities. If there is a check under UKG and Customer columns, this means the task is a shared responsibility with UKG having primary responsibility to lead the task to completion.

Project Management	UKG	Customer
Manage the respective team's project resources, budget, and deliverables to ensure they are being met per the project timeline	√	√
Create status reports and facilitate status calls	√	
Resolve project issues	√	√
Provide Customer communications and general project-related management activities	√	
Perform roll-out activities (change management/ train the trainer) for managers and employees		√



Welcome	UKG	Customer
Provide access to Application(s) as contracted in this Order	√	
Facilitate the kick-off meeting	√	
Attend and participate in the kick-off meeting and discovery meetings	√	√
Assist in defining necessary Customer resources and a training plan as part of the project plan	√	
Key project resources attend recommended training courses		√

Requirements	UKG	Customer
Gather all available policy and procedure documentation and provide to UKG		√
Describe the expected solution, business processes and business rules for all employee groups		√
Facilitate rapid review and feedback as needed to meet project deadlines		√
Lead discovery sessions to gather business requirements	√	
Participate in discovery sessions to provide business requirements		√
Define project assumptions, risks and system configuration requirements based on completed discovery and recommend configurations	√	√

Build	UKG	Customer
Complete setup containing the business rules and complete unit testing to validate configuration	√	√

Test	UKG	Customer
Customer project team members to attend recommended training courses		√
Perform system testing	√	√

Go-Live	UKG	Customer
Assure that adequate end-user training has been completed before the use of Application in a production environment		√
Provide production support	√	
Perform project wrap-up activities, including, closing open issues	√	√

3. Training

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application and Customer's business processes.



UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life Application before they begin to lose the skills gained in training. End users (i.e., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees unless otherwise agreed to by the Parties.

4. Project Team Composition

Resource allocation and commitment are key drivers for a successful Launch. UKG uses employee resources and may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of Launch or consulting services under this Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such services which may include access to Customer's Confidential Information and Customer Data.

The team roles and key responsibilities are listed below. UKG will provide experienced industry experts specializing in specific areas of Launch. Customer will provide resources as described below in the Customer Team Resources section or as otherwise mutually agreed to in the project plan.

UKG Team Resources		Key Responsibilities	
Project Manager		<ul style="list-style-type: none"> • Primary Point of Contact • Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develops and manages project schedule • Mitigates project risks • Communicates overall project status and provides project reporting • Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution 	
Document Manager Consultant		<ul style="list-style-type: none"> • Primary point of contact for all document manger related services • Complete the document manager configuration life cycle per Launch methodology 	
Customer Team Resources		Key Responsibilities	
Executive Sponsor		<ul style="list-style-type: none"> • Customer Project Sponsor • Gains commitment for all project resources • Provides executive-level support to the project team • Ensures that the needs of the project team are well represented and met by the steering committee 	



Project Manager/Lead	<ul style="list-style-type: none"> • Primary Point of Contact • Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicates overall project status and provides project reporting to Customer Steering Committee if applicable • Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution • Channels the team's activities toward Application configuration and executing the project
Document Management Expert	<ul style="list-style-type: none"> • Customer's primary resource and designated decision maker in the area of document management
System Administrator	<ul style="list-style-type: none"> • Customer's primary resource for system configuration, system knowledge, and Application security

5. Launch includes:

- Business requirements analysis through discovery workshops, system configuration, testing, production support, and project management.
- Configuration of the Application.
- Customer training – as described in the Order Form – to allow knowledge transfer and maximize the value of the Application.

6. Launch Guidelines/Assumptions

The following assumptions and guidelines were used in preparing this Launch Overview:

- Customer will exercise services within the defined services period. The typical Launch of the Application is one (1) month. All Launch services end when the agreed upon scope of services is completed or expire two (2) months after the Effective Date of this Order, whichever comes first. If additional services are required, they will be contracted separately.
- Customer will complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates.
- UKG will communicate with Customer's Project Manager, the appointed point of contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
- Each Application will have one (1) deployment (phase) for all employees. If additional phases are needed, additional fees may apply.
- All project tasks are completed through our virtual (offsite) deployment model. All Launch and deployment resources are available virtually.
- UKG Pro Document Manager Assumptions:
 - Unless otherwise specified in the Agreement, functional configuration includes:
 - Predefined:
 - Employee folder structure
 - HR roles mapped with UKG Pro People Center HR roles
 - UKG Pro People Center HR data (Employee, Organization and HR User)
 - Enablement of advanced document generation feature
 - Logo of Customer applied to UKG Pro Document Manager site
 - Customer will be responsible for the creation of knowledge base articles in its platform.

CONFIDENTIAL – Not to be disclosed to third parties without specific written consent from UKG Inc.



1. **Scope of Work:**

Sability will provide training services for the Cuyahoga County Public Library. Specifically, instructor led, onsite training services related to the UKG Ready software application. The Train the Trainer approach will be leveraged for Team Leads (up to 20 Team Leads); up to 4 sessions can be provided. End users (up to 120 employees) will have training sessions separate from Team Leads. Up to 4 sessions can be provided. No more than 5 days will be spent onsite; onsite sessions must be concurrent. Up to 10 Job Aids can be created. A high-level training plan including Key Dates, Agendas, and Suggested Attendees will also be provided.

2. **Assumptions:**

Deviations from these assumptions may have a material impact on the project timeline, effort or cost.

Item	Description
Work Site	Most work will be conducted remotely by Sability's consultant(s). Onsite hours are billable at the Time & Materials rate(s) listed in the Fee Schedule above and are subject to resource availability. Any travel expenses will be billed as incurred.
System Access	When required for the completion of deliverables, Client will provide administrative system access to Sability consultants for the duration of the engagement. At the termination of this engagement, Client is responsible for managing or removing user accounts for project resources.
Client Resource Assignments, Availability and Participation	Client must assign resources to the project who have the appropriate authority, knowledge and available time to participate in the project. It is expected that the team will make continuous progress on assigned tasks. Gaps in engagement of resources or delays in completing assigned tasks will delay the overall project and may result in a Change Request.
Change Requests	Changes to the Scope of Work or delays outside of Sability's control may result in additional fees. Any such changes will be provided in writing to Client for approval via a Change Request notice.
Service Period	Services provided under this engagement will end when the available hours are used up or when Client deems that Sability's services are no longer required, whichever comes first. Additional hours can be purchased subject to resource availability under separate contract.
Additional Services	Services outside of the scope of this SOW or beyond the service period will be billed at the Time & Materials rate(s) listed in the Fee Schedule below.

Gulf Coast Authority
ERP Software and Services - Requirements

#	Business Owner	Functional Area	Use Case	Requirement	Priority	Availability	Required Product(s)	Cost	Comments
1	Human Resources	Core HR	Accessing personnel information	Ability to set different security levels by specific screens or fields.	R	Y - Yes	UKG Ready HR		
2	Human Resources	Core HR	Accessing personnel information	Ability to manage security at a field and or screen level by employee group, level, or department.	R	Y - Yes	UKG Ready HR		
3	Human Resources	Core HR	Administering personnel information	Ability to grant review rights and set security levels on employee history.	R	Y - Yes	UKG Ready HR		
4	Human Resources	Core HR	Accessing personnel information	Ability to maintain the current status and chronological history of all employees.	R	Y - Yes	UKG Ready HR		Point in Time data storage and reporting is a part of UKG Ready and can be used with views, reports, dashboards and charting.
5	Human Resources	Core HR	Accessing personnel information	Ability to allow comprehensive searching, sorting, and reporting of employee information for those with appropriate access.	R	Y - Yes	UKG Ready HR		
6	Human Resources	Core HR	Administering personnel information	Ability to track multiple employee related dates including original hire date, position hire, seniority date, benefit eligible date, previous hire date, etc.	R	Y - Yes	UKG Ready HR		
7	Human Resources	Core HR	Administering personnel information	Ability to auto-generate unique employee ID number for all employees with no duplicate ID numbers.	R	Y - Yes	UKG Ready HR		
8	Human Resources	Core HR	Administering personnel information	Ability to assign only one employee identification number per employee regardless of the number of positions held.	R	Y - Yes	UKG Ready HR		The employee will only generate 1 ID in UKG Ready. Position Numbers can also be configured to auto generate, but the employee can have multiple jobs and positions.
9	Human Resources	Core HR	Administering personnel information	Ability to route notices to all appropriate departments (benefits, payroll, training, IT, etc.) when an employee is terminated in the system.	R	Y - Yes	UKG Ready HR		UKG Ready uses a Workflow Driven Checklist in select areas of the application. New Hires, Rehires, Job Changes, and Terminations / Separation are some of the more common areas. Tasks can be assigned for any of many with Workflow. The Manager, HR, Operations, IT, Security, Payroll and others can be notified and engaged based on defined requirements. It may be forms, it may be disabling a password or security, it may be collecting a laptop or phone, it may be an exit interview. All are tracked with a Checklist so the County can be sure that all activities are complete before turning over that last paycheck.
10	Human Resources	Core HR	Managing employee records	Ability to maintain all employee information in an electronic file in a single system.	R	Y - Yes	UKG Ready HR		UKG Ready is a module based application where all data is shared from a single database. So when you update HR, Payroll items may be impacted or updated automatically in the system. It works that way for all modules, reporting, security, code tables, and more.
11	Human Resources	Core HR	Managing employee records	Ability to attach various types of documentation to an employee record (documents, spreadsheets, images, PDFs, emails saved to HTML, etc.).	R	Y - Yes	UKG Ready HR		
12	Human Resources	Core HR	Managing employee records	Ability to establish various security levels on the employee records, depending on type.	R	Y - Yes	UKG Ready HR		
13	Human Resources	Core HR	Managing employee records	Ability to track and utilize on self service screens a preferred name (nickname) for an employee.	R	Y - Yes	UKG Ready HR		
14	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with the Equal Employment Opportunity (EEO 4) - all categories including ADEA (Age Discrimination and Employment Act) and any other data fields needed record Standard Occupational Classification (SOC) codes and EEO 4 classifications and functions.	R	Y - Yes	UKG Ready HR		
15	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with COBRA.	R	Y - Yes	UKG Ready HR		UKG Ready can address COBRA compliance with a terminated or separated employee. Proper reports and forms can be created and distributed as needed. As for post-employment tracking of benefits, billing, etc. - that is seen as the responsibility of the benefit provider. UKG Ready does not get involved with payments or collections.
16	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with Workers Comp.	R	Y - Yes	UKG Ready HR		
17	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with FMLA Tracking.	D	Y - Yes	UKG Ready HR		
18	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with INS (immigration laws including fields for tracking I-9 documents verified).	R	Y - Yes	UKG Ready HR		
19	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with Veterans.	R	Y - Yes	UKG Ready HR		
20	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with Disabilities (ADA).	D	Y - Yes	UKG Ready HR		
21	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with accommodations (free form text field for accommodations provided).	D	Y - Yes	UKG Ready HR		
22	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with Fair Labor Standards (FLSA) status by position for all positions and ability to edit/change FLSA status associated with a reclassification (e.g. promotion, transfer, etc.).	R	Y - Yes	UKG Ready HR		
23	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with Unemployment claims.	D	Y - Yes	UKG Ready HR		
24	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with Child Labor.	D	Y - Yes	UKG Ready HR		
25	Human Resources	Core HR	Tracking employee compliance information	Ability to track and report all necessary elements for compliance with approved exceptions to Fair Labor Standards (FLSA) status.	D	Y - Yes	UKG Ready HR		

Gulf Coast Authority
ERP Software and Services - Requirements

26	Human Resources	Core HR	Reporting on human resources information	Ability to create an EEO-4 report.	R	Y - Yes	UKG Ready HR		
27	Human Resources	Core HR	Reporting on human resources information	Ability to create a Promotion/Demotion/Transfer Report, by EEO-4 classification and department.	R	Y - Yes	UKG Ready HR		
28	Human Resources	Core HR	Reporting on human resources information	Ability to create, view, inquire and report on all data fields.	R	Y - Yes	UKG Ready HR		
29	Human Resources	Core HR	Reporting on human resources information	Ability to report on all employee and non-employee (e.g., vendors, contractors) data for workforce planning/management purposes.	O	Y - Yes	UKG Ready HR		
30	Human Resources	Core HR	Reporting on human resources information	Ability to run a report by any business unit or pay group by the employees associated current rates for modeling purposes.	R	Y - Yes	UKG Ready HR		
31	Human Resources	Core HR	Reporting on human resources information	Ability to report on full history of a position.	R	Y - Yes	UKG Ready HR		
32	Human Resources	Core HR	Reporting on human resources information	Ability to report salary change history by multiple criteria, including employee, job, employee levels, and position.	R	Y - Yes	UKG Ready HR		
33	Human Resources	Compensation	Managing compensation	Ability to set up pay structures as needed and assign jobs or positions to them .	R	Y - Yes	UKG Ready Compensation		
34	Human Resources	Compensation	Managing compensation	Ability to utilize pay ranges or step rate structures.	R	Y - Yes	UKG Ready Compensation		
35	Human Resources	Compensation	Managing compensation	Ability to assign employees to a pay range or step rate.	R	Y - Yes	UKG Ready Compensation		
36	Human Resources	Compensation	Managing compensation	Ability to conduct mass pay increases of a set percentage or number of steps for a designated group of employees (union code, department, pay group, or other factor as needed).	R	Y - Yes	UKG Ready Compensation		
37	Human Resources	Compensation	Managing compensation	Ability to provide pay increases in the middle of a pay period.	O	Y - Yes	UKG Ready Compensation		
38	Human Resources	Compensation	Managing compensation	Ability for system to calculate retroactive pay increases automatically.	R	Y - Yes	UKG Ready Compensation		
39	Human Resources	Compensation	Managing compensation	Ability for the system to flag employee at the top of a pay range and cap any increases up to this amount.	R	Y - Yes	UKG Ready Compensation		
40	Human Resources	Compensation	Managing compensation	Ability for system to run reports at any level needed for employee salaries and projected increase amounts.	R	Y - Yes	UKG Ready Compensation		
41	Human Resources	Employee Benefits	Administering benefits	System has the ability to accommodate and identify multiple types of benefit plans (e.g., health, dental, life insurance, etc.).	R	Y - Yes	UKG Ready Benefits		
42	Human Resources	Employee Benefits	Administering benefits	System has the ability to accommodate various benefit plans for different employee groups (e.g., administrative, union, fire, police, etc.).	R	Y - Yes	UKG Ready Benefits		
43	Human Resources	Employee Benefits	Administering benefits	System has the ability to accommodate additional types of benefit plans (e.g., pet, legal, etc.) as defined by the organization.	R	Y - Yes	UKG Ready Benefits		
44	Human Resources	Employee Benefits	Administering benefits	System has the ability to accommodate and identify benefit plans with multiple premium amounts that are employee and/or employer paid (individual, individual + spouse, individual + children, family) and has the ability to support cost-sharing as well as fully employer-paid options.	R	Y - Yes	UKG Ready Benefits		
45	Human Resources	Employee Benefits	Administering benefits	Ability to administer multiple pre-tax and post-tax deductions for flexible spending accounts or health saving accounts (FSA or HSA) for medical and dependent care (e.g., employee and employer contributions).	R	Y - Yes	UKG Ready Benefits		Please note that things like claims processing and claims reimbursements are not addressed in the application. Rather, FSA and HSA benefits can be a part of enrollment and payroll can make deductions as needed.
46	Human Resources	Employee Benefits	Administering benefits	Ability to support multiple carriers for each benefit plan.	D	Y - Yes	UKG Ready Benefits		
47	Human Resources	Employee Benefits	Administering benefits	Ability to determine benefit eligibility and automatically recalculate premiums based on an employee's department, position, hours, or group.	R	Y - Yes	UKG Ready Benefits		
48	Human Resources	Employee Benefits	Administering benefits	Ability to set and calculate variable employee and employer contribution amounts on employee benefit deduction records based on various inputs such as effective date, benefit plan, coverage, eligibility, employee group, or user defined field value (wellness points) etc.	R	Y - Yes	UKG Ready Benefits		
49	Human Resources	Employee Benefits	Administering benefits	Allow for any future-dated transactions to be entered and held until effective (includes employee, employer, carrier information).	R	Y - Yes	UKG Ready Benefits		
50	Human Resources	Employee Benefits	Administering benefits	Ability to automatically assign future or retroactive effective end dates for benefits when employee is terminated, or employee is no longer eligible.	R	Y - Yes	UKG Ready Benefits		
51	Human Resources	Employee Benefits	Administering benefits	Ability to automatically calculate service for benefit eligibility based on designated factor (employee group, FTE status, etc.).	R	Y - Yes	UKG Ready Benefits		
52	Human Resources	Employee Benefits	Administering benefits	Ability to check and flag dependents who no longer qualify for insurance benefits.	R	Y - Yes	UKG Ready Benefits		
53	Human Resources	Employee Benefits	Administering benefits	Ability to flag disabled dependents to maintain eligibility for benefits.	R	Y - Yes	UKG Ready Benefits		
54	Human Resources	Employee Benefits	Administering benefits	Ability to automatically notify employees prior to and when dependents no longer qualify for benefits.	R	Y - Yes	UKG Ready Benefits		
55	Human Resources	Employee Benefits	Administering benefits	Ability to automatically remove dependents who are no longer eligible for coverage from applicable coverage, at month-end, regardless of pay cycle.	R	Y - Yes	UKG Ready Benefits		
56	Human Resources	Employee Benefits	Administering benefits	Ability to retain dependent data for a user-specified period of time after the dependent is no longer covered on the employee's insurance.	R	Y - Yes	UKG Ready Benefits		
57	Human Resources	Employee Benefits	Administering benefits	Ability to track, inquire and report on Medicare including Medicare number, eligibility status and dates.	R	N - Not Available			Medicare stats can be added to an employee record but eligibility, s
58	Human Resources	Employee Benefits	Administering benefits	Ability to track FMLA eligibility and hours in the system based on both a calendar year basis or rolling 12-months.	O	Y - Yes	UKG Ready Benefits		
59	Human Resources	Employee Benefits	Administering benefits	Ensure the system can track a leveled points system based on numeric value as ADP determines benefit fees based on this.	R	Y - Yes	UKG Ready Benefits		More discovery and discussion will be required to administer this.
60	Human Resources	Employee Benefits	Administering benefits	Ability to automatically send FMLA letters to employees when required without manual intervention.	O	Y - Yes	UKG Ready Benefits		
61	Human Resources	Employee Benefits	Administering benefits	Ability to calculate and deduct life insurance, short-term and long-term disability premiums each month for all employees based on gross wages and employee age and other plan rules (rates based on age frozen for each calendar year).	R	Y - Yes	UKG Ready Benefits		

Gulf Coast Authority
ERP Software and Services - Requirements

62	Human Resources	Employee Benefits	Administering benefits	Ability to automatically update all employee/employer information when certain insurance information is updated and show the effective date of the change and retain for historical reporting purposes.	R	Y - Yes	UKG Ready Benefits		
63	Human Resources	Employee Benefits	Administering benefits	Ability to maintain historical benefits information for record keeping.	R	Y - Yes	UKG Ready Benefits		
64	Human Resources	Employee Benefits	Administering benefits	Trigger date for next step of life insurance rates is at the need of a calendar year versus the beginning.	R	Y - Yes	UKG Ready Benefits		
65	Human Resources	Employee Benefits	Administering benefits	Ability to record and summarize benefits by any employee group level or class and report on that data.	R	Y - Yes	UKG Ready Benefits		
66	Human Resources	Employee Benefits	Administering benefits	Ability to cancel appropriate benefit plans when an employee is moved to retiree status.	R	Y - Yes	UKG Ready Benefits		
67	Human Resources	Employee Benefits	Administering benefits	Ability to differentiate benefit termination date depending on status of employment class (retiree or other terminated employee).	R	Y - Yes	UKG Ready Benefits		
68	Human Resources	Employee Benefits	Enrolling in benefits	Ability for appropriate individuals to override benefit enrollments and requirements in unique circumstances (e.g., line of duty death).	R	Y - Yes	UKG Ready Benefits		
69	Human Resources	Employee Benefits	Enrolling in benefits	Ability to perform update of employees benefit enrollment status for each benefit plan.	R	Y - Yes	UKG Ready Benefits		
70	Human Resources	Employee Benefits	Enrolling in benefits	Ability to collect and maintain supporting documentation for life events that initiate benefits changes (e.g., birth certificate, marriage document, etc.).	R	Y - Yes	UKG Ready Benefits		
71	Human Resources	Employee Benefits	Enrolling in benefits	Ability to record employee and dependents' enrollment in all benefit programs.	R	Y - Yes	UKG Ready Benefits		
72	Human Resources	Employee Benefits	Enrolling in benefits	Ability to create an employee confirmation statement (new hire or open enrollment) and send to employee for their own record.	R	Y - Yes	UKG Ready Benefits		
73	Human Resources	Employee Benefits	Enrolling in benefits	Ability for employees to view how benefit selections would impact their paycheck via a paycheck simulator.	D	Y - Yes	UKG Ready Benefits		
74	Human Resources	Employee Benefits	Enrolling in benefits	Ability to automatically enroll an employee in prior year benefits if no selection is made.	R	Y - Yes	UKG Ready Benefits		
75	Human Resources	Employee Benefits	Reporting on benefits	Ability to track and report on all benefit enrollment history including employee and dependents' data.	R	Y - Yes	UKG Ready Benefits		
76	Human Resources	Employee Benefits	Reporting on benefits	Ability to view/print deduction reports to document the amounts of the employee and employer contributions.	R	Y - Yes	UKG Ready Benefits		
77	Human Resources	Employee Benefits	Reporting on benefits	Ability to view/print a list of employees contributing to any vendor or benefits provider and amount contributed.	R	Y - Yes	UKG Ready Benefits		
78	Human Resources	Employee Benefits	Reporting on benefits	Ability to create annual health insurance benefits summaries by carrier, employee or other user sort.	R	Y - Yes	UKG Ready Benefits		
79	Human Resources	Employee Benefits	Reporting on benefits	Ability to view/print benefit enrollment by benefit, employee class/group, department or by employee.	R	Y - Yes	UKG Ready Benefits		
80	Human Resources	Employee Benefits	Reporting on benefits	Ability to generate an 834 file for reporting to carriers with either all enrollees or just changes in enrollment during a specified time period.	R	Y - Yes	UKG Ready Benefits		
81	Human Resources	Employee Benefits	Reporting on benefits	Ability to create an employee statement of current benefits.	R	Y - Yes	UKG Ready Benefits		
82	Human Resources	Employee Benefits	Reporting on benefits	Ability to produce a notice of benefit changes whenever any employee changes occur such as name change, employment termination, moving to a non-pay status, or on demand.	R	Y - Yes	UKG Ready Benefits		
83	Human Resources	Employee Benefits	Reporting on benefits	Ability to view/print a report or flag employee when move from full time benefit eligible to less than full time benefit eligible or reverse.	R	Y - Yes	UKG Ready Benefits		
84	Human Resources	Employee Benefits	Reporting on benefits	Ability to integrate with Accounts Payable for the generation of payments to insurance/benefits providers based on benefit administration calculations.	R	Y - Yes	UKG Ready Benefits		
85	Human Resources	Employee Benefits	Reporting on benefits	Ability to provide output files in regards to enrollment with voluntary benefits providers and 457(b)/403(b)/401K third party providers.	R	Y - Yes	UKG Ready Benefits		
86	Human Resources	Employee Benefits	Reporting on benefits	Ability to interface with benefit providers (e.g. retirement plan, health providers, etc.) including OPERS (Ohio Public Employees Retirement System).	R	Y - Yes	UKG Ready Benefits		
87	Human Resources	Employee Benefits	Reporting on benefits	Ability to meet state reporting requirements for benefits.	R	Y - Yes	UKG Ready Benefits		
88	Human Resources	Employee Benefits	Reporting on benefits	Ability to transmit a file from the system of record to Medical Mutual automatically for both the employer and employee.	R	Y - Yes	UKG Ready Benefits		
89	Human Resources	Employee Benefits	Reporting on benefits	Ability for a field to have a wellness points level that, when reviewed in combination with scheduled hours, drives the benefits pricing tier offered to the employee.	R	Y - Yes	UKG Ready Benefits		
90	Human Resources	Employee Self-Service	Updating and accessing Self-Service Information	Ability to maintain appropriate security controls for access to all self-service functions.	R	Y - Yes	UKG Ready ESS		
91	Human Resources	Employee Self-Service	Updating and accessing Self-Service Information	Ability for employee to access self-service functions anytime, with the appropriate security.	R	Y - Yes	UKG Ready ESS		
92	Human Resources	Employee Self-Service	Updating and accessing Self-Service Information	Ability for employee to change their own demographic data with appropriate workflows and approvals as required or needed.	R	Y - Yes	UKG Ready ESS		
93	Human Resources	Employee Self-Service	Updating and accessing Self-Service Information	Ability to allow employee to change home address, mailing address and emergency contact with appropriate approvals.	R	Y - Yes	UKG Ready ESS		
94	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Employees have the ability to change direct deposit information.	R	Y - Yes	UKG Ready ESS		
95	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability for employees to have up to 8 different direct deposit accounts.	R	Y - Yes	UKG Ready ESS		
96	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability to provide electronic viewing of pay stubs, W-2 forms, and 1099-R forms.	R	Y - Yes	UKG Ready ESS		
97	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability to produce employee copy of W-2 (1099-R for retirees) back seven years.	R	Y - Yes	UKG Ready ESS		
98	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability to view and make changes to W-4 information (e.g. tax exemption changes) by employees with edits for legal restrictions.	R	Y - Yes	UKG Ready ESS		

Gulf Coast Authority
ERP Software and Services - Requirements

99	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability to allow changes by employees to deductions with proper approval.	R	Y - Yes	UKG Ready ESS		
100	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability to notify proper users if any changes are made or requested through self-service.	R	Y - Yes	UKG Ready ESS		
101	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability for an authorized employee to view their complete wage/payroll/attendance history online (which may include overtime, comp time, and leave balances.).	R	Y - Yes	UKG Ready ESS		
102	Human Resources	Employee Self-Service	Accessing payroll and leave information via self-service	Ability for employees to see original paystubs and corrected pay stubs through self-service and print out of the system.	R	Y - Yes	UKG Ready ESS		
103	Human Resources	Employee Self-Service	Updating benefits via self-service	Ability for employees to self-enroll in available benefits during open enrollment or any qualifying event, with appropriate approvals.	R	Y - Yes	UKG Ready ESS		
104	Human Resources	Employee Self-Service	Updating benefits via self-service	Ability for employee to view their benefit choices, costs, copays, deductibles, prior election information, etc.	R	Y - Yes	UKG Ready ESS		
105	Human Resources	Employee Self-Service	Updating benefits via self-service	Ability to provide modeling/tools in employee self-service for the employee to use in selecting benefits (e.g., FSA calculator, impact to net pay with benefit choices).	R	Y - Yes	UKG Ready ESS		
106	Human Resources	Employee Self-Service	Updating benefits via self-service	Ability for employees to save benefit elections and return at a later time to complete enrollment. With ability to send reminder emails for incomplete enrollment.	R	Y - Yes	UKG Ready ESS		
107	Human Resources	Employee Self-Service	Updating benefits via self-service	Ability to provide online confirmation statement of benefits elections and dependent/beneficiary data.	R	Y - Yes	UKG Ready ESS		
108	Human Resources	Employee Self-Service	Updating benefits via self-service	Ability to provide links to carriers websites and information so that employees can look at carrier content.	R	Y - Yes	UKG Ready ESS		
109	Human Resources	Employee Self-Service	Updating benefits via self-service	Ability for an employee to enter dependent and beneficiary information, make changes, and create notifications automatically when one change requires the employee to make another change (adding a dependent, need to change health plan, etc.).	R	Y - Yes	UKG Ready ESS		
110	Human Resources	Manager Self-Service	Manager self-service	Ability for manager to view their employee's pay step/range, with appropriate security.	O	Y - Yes	UKG Ready MSS		
111	Human Resources	Manager Self-Service	Manager self-service	Ability for manager to initiate personnel transactions (terminations, transfers, etc.) of reporting employees.	R	Y - Yes	UKG Ready MSS		
112	Human Resources	Manager Self-Service	Updating and accessing Self-Service Information	Ability to workflow manager approval levels of routing on all transactions.	R	Y - Yes	UKG Ready MSS		
113	Human Resources	Manager Self-Service	Updating and accessing Self-Service Information	Ability to workflow transactions to HR and/or Payroll depending on type.	R	Y - Yes	UKG Ready MSS		
114	Human Resources	Manager Self-Service	Manager self-service	Ability for manager to view their employees basic demographics (anniversary date, job title, next review date, original hire date, position hire date, general leave balances, history of earnings for 10 years, current working title, etc.).	O	Y - Yes	UKG Ready MSS		Earnings view is contingent on those earnings being processed and stored in an with the application and does not indicate that a historical data import of 10 or more years would be addressed during implementation. History can certainly be imported during setup, but that will need to be defined and addressed with our Services teams.
115	Human Resources	Learning Management	Establishing training courses and programs	Ability for HR and departments to establish training courses and curriculum.	R	Y - Yes	UKG Ready LMS		
116	Human Resources	Learning Management	Establishing training courses and programs	Ability to tie several courses to a specific curriculum or compliance plans.	R	Y - Yes	UKG Ready LMS		
117	Human Resources	Learning Management	Establishing training courses and programs	Ability to tie several courses to specific competencies.	D	Y - Yes	UKG Ready LMS		
118	Human Resources	Learning Management	Establishing training courses and programs	Ability to categorize and create curriculum for training by various categories (new hire, management, supervisory, professional, technical, etc.).	R	Y - Yes	UKG Ready LMS		
119	Human Resources	Learning Management	Establishing training courses and programs	Ability to track skills, knowledge, and competencies for employees.	R	Y - Yes	UKG Ready LMS		
120	Human Resources	Learning Management	Administering training courses and programs	Ability to flag a class as a mandatory requirement for various certificate programs, titles, positions, and/or department.	R	Y - Yes	UKG Ready LMS		
121	Human Resources	Learning Management	Administering training courses and programs	Ability to track an attendance roster of individuals who attend training.	R	Y - Yes	UKG Ready LMS		
122	Human Resources	Learning Management	Administering training courses and programs	Ability to automatically update employee records for attendance in a class, including completed, cancellations, no shows, late cancellations.	R	N - Not Available			Course participation can be tracked but not "automatically".
123	Human Resources	Learning Management	Administering training courses and programs	Ability to create a report showing a summary of all training provided, attendance, training hours, and other data fields as required.	R	Y - Yes	UKG Ready LMS		
124	Human Resources	Learning Management	Administering training courses and programs	Ability to create a report indicating employees who have received training and those scheduled for future training classes.	R	Y - Yes	UKG Ready LMS		
125	Human Resources	Learning Management	Administering training courses and programs	Ability to access training history for individuals, department, division, etc.	R	Y - Yes	UKG Ready LMS		
126	Human Resources	Learning Management	Administering training courses and programs	Ability for employees to access their own training history.	R	Y - Yes	UKG Ready LMS		
127	Human Resources	Learning Management	Administering training courses and programs	Ability to report on training hours completed within a specified date range by individual, by department, by division, by organizational unit and supervisor.	R	Y - Yes	UKG Ready LMS		
128	Human Resources	Learning Management	Administering training courses and programs	Ability to maintain a list of all available training programs.	R	Y - Yes	UKG Ready LMS		
129	Human Resources	Learning Management	Administering training courses and programs	Ability to maintain historical record of all trainings that have occurred.	R	Y - Yes	UKG Ready LMS		
130	Human Resources	Learning Management	Administering training courses and programs	Ability to track all training (external training, web-based training, videos, internal training) and completion within a single system.	R	Y - Yes	UKG Ready LMS		
131	Human Resources	Learning Management	Administering training courses and programs	Ability for employees to attach proof of completion of external trainings.	D	Y - Yes	UKG Ready LMS		

Gulf Coast Authority
ERP Software and Services - Requirements

132	Human Resources	Learning Management	Administering training courses and programs	Ability to maintain the proof/verification of completion of external trainings.	D	Y - Yes	UKG Ready LMS		
133	Human Resources	Learning Management	Administering training courses and programs	Ability to communicate available opportunities to employees.	D	Y - Yes	UKG Ready LMS		
134	Human Resources	Learning Management	Administering training courses and programs	Ability to track certifications in the system.	D	Y - Yes	UKG Ready LMS		
135	Human Resources	Learning Management	Administering training courses and programs	Ability to track expiration dates of licensures and certifications in the system.	D	Y - Yes	UKG Ready LMS		
136	Human Resources	Learning Management	Administering training courses and programs	Ability to track professional associations and memberships in the system.	D	Y - Yes	UKG Ready LMS		
137	Human Resources	Learning Management	Administering training courses and programs	Ability for employees to provide feedback on training upon completion.	D	N - Not Available			Only training, attendance and results can be stored.
138	Human Resources	Learning Management	Registering for training	Ability for employees to browse available training opportunities.	R	Y - Yes	UKG Ready LMS		
139	Human Resources	Learning Management	Registering for training	Ability for employees to register for available training opportunities.	R	Y - Yes	UKG Ready LMS		
140	Human Resources	Learning Management	Registering for training	Ability for managers to enroll their employees in training opportunities.	R	Y - Yes	UKG Ready LMS		
141	Human Resources	Learning Management	Registering for training	Ability for routing all types of training requests to manager for approval.	R	Y - Yes	UKG Ready LMS		
142	Human Resources	Learning Management	Registering for training	Ability to cap number of attendees to any given program based on the number of available spots in the course.	R	Y - Yes	UKG Ready LMS		
143	Human Resources	Learning Management	Registering for training	Ability to waitlist interested employees if a course has reached the maximum number of registered employees.	R	Y - Yes	UKG Ready LMS		
144	Human Resources	Learning Management	Registering for training	Ability to automatically move waitlisted employees to enroll status if there is a cancellation, based on prioritization of waitlist.	R	N - Not Available			Currently, a waitlist per course must be tracked manually.
145	Human Resources	Learning Management	Registering for training	Ability to support course cancellation if someone is no longer able to attend and would like to withdraw from the course.	R	Y - Yes	UKG Ready LMS		
146	Human Resources	Learning Management	Registering for training	Ability to generate all types of training notification messages (e.g., enrollment, waitlist, cancellations, changes, reminders, mandatory training, etc.) to employees and supervisors.	R	Y - Yes	UKG Ready LMS		
147	Human Resources	Learning Management	Registering for training	Ability to attach documents and links to notifications (e.g., prework).	R	Y - Yes	UKG Ready LMS		
148	Human Resources	Learning Management	Registering for training	Ability for system to send calendar appointments (e.g., to Outlook calendar) when an employee enrolls in training.	R	Y - Yes	UKG Ready LMS		
149	Human Resources	Learning Management	Registering for training	Ability to automatically notify employees and supervisors who are due for a training, licensure, or certification renewal.	R	Y - Yes	UKG Ready LMS		
150	Human Resources	Learning Management	Registering for training	Ability to establish flags for mandatory training renewal based on previous training completion date (e.g., certifications, refresher training, mandatory retraining).	R	Y - Yes	UKG Ready LMS		
151	Human Resources	Learning Management	Registering for training	Ability to flag employees and supervisors who have not taken their annual training.	R	Y - Yes	UKG Ready LMS		
152	Human Resources	Offboarding	Offboarding employees	Ability to define, and establish a listing of offboarding activities, assign activities to different individuals, and track progress against them for each employee leaving the organization.	D	Y - Yes	UKG Ready HR		
153	Human Resources	Offboarding	Offboarding employees	Ability to define and establish electronic forms and workflows that need to be completed for offboarding activities.	R	Y - Yes	UKG Ready HR		
154	Human Resources	Offboarding	Offboarding employees	Ability to notify appropriate individuals (payroll, HR, IT, etc.) for each offboarding activity.	R	Y - Yes	UKG Ready HR		
155	Human Resources	Offboarding	Offboarding employees	Ability to establish separate activities on the offboarding checklist for the different types of separations: voluntary, involuntary, retirements.	R	Y - Yes	UKG Ready HR		
156	Human Resources	Offboarding	Offboarding employees	Ability to establish separate workflows for the different types of separations: voluntary, involuntary, retirements.	R	Y - Yes	UKG Ready HR		
157	Human Resources	Offboarding	Offboarding employees	Ability to confirm collection of equipment/technology in the system.	R	Y - Yes	UKG Ready HR		
158	Human Resources	Offboarding	Offboarding employees	Ability to track when employees submit notice of separation.	R	Y - Yes	UKG Ready HR		
159	Human Resources	Offboarding	Offboarding employees	Ability to track date of termination and final check-date to upload to OPERS (Ohio Public Employees Retirement System) upon separation.	R	Y - Yes	UKG Ready HR		
160	Human Resources	Offboarding	Offboarding employees	Ability to notify COBRA third party administrator of an employee separation.	R	Y - Yes	UKG Ready HR		
161	Human Resources	Onboarding	Onboarding new hires	Ability to transfer electronic documents from applicant record to employee record upon hiring when an individual is converted from applicant to employee.	R	Y - Yes	UKG Ready HR		
162	Human Resources	Onboarding	Onboarding new hires	Ability for employee ID number to be automatically assigned in the system.	R	Y - Yes	UKG Ready HR		
163	Human Resources	Onboarding	Onboarding new hires	Ability to assign manager, department, pay code, etc. in the system after hiring.	R	Y - Yes	UKG Ready HR		
164	Human Resources	Onboarding	Onboarding new hires	Ability to notify manager, department, etc. of incoming new hire.	R	Y - Yes	UKG Ready HR		
165	Human Resources	Onboarding	Onboarding new hires	Ability to maintain a pre-hire checklist that includes: workflow notification to all stakeholders, links to new-hire forms for the incoming employee, checklists for hiring managers, etc.	R	Y - Yes	UKG Ready HR		
166	Human Resources	Onboarding	Onboarding new hires	Ability to define and establish electronic forms and workflows that need to be completed for onboarding activities, which populate the appropriate HR and payroll information.	R	Y - Yes	UKG Ready HR		
167	Human Resources	Onboarding	Onboarding new hires	Ability to track pre-employment process status (e.g. drug test complete, all forms complete).	R	Y - Yes	UKG Ready HR		
168	Human Resources	Onboarding	Onboarding new hires	Ability to track progress of each onboarding activity.	R	Y - Yes	UKG Ready HR		
169	Human Resources	Onboarding	Onboarding new hires	Ability to automatically notify designated departments (IT, Facilities, Admin) of new hire start date in order to initiate request for equipment.	R	Y - Yes	UKG Ready HR		
170	Human Resources	Onboarding	Onboarding new hires	Ability to initiate request to create access badges for new hires.	R	Y - Yes	UKG Ready HR		

Gulf Coast Authority
ERP Software and Services - Requirements

171	Human Resources	Onboarding	Onboarding new hires	Ability to coordinate pre-employment activities and onboarding scheduling.	R	Y - Yes	UKG Ready HR		
172	Human Resources	Onboarding	Onboarding new hires	Ability to assign new hire to training in the Learning Management System.	R	Y - Yes	UKG Ready HR		
173	Human Resources	Onboarding	Onboarding new hires	Ability to define, and establish a listing of onboarding activities and track onboarding progress against them for each new hire.	R	Y - Yes	UKG Ready HR		
174	Human Resources	Onboarding	Onboarding new hires	Ability to send reminders to HR and hiring manager to conduct check-ins with a new hire 30/60/90 days after they start.	D	Y - Yes	UKG Ready HR		
175	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to perform both payroll and personnel functions from a single database with automatic updates of information in both systems from a single transaction.	R	Y - Yes	UKG Ready HR		
176	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to accommodate various types of personnel actions.	R	Y - Yes	UKG Ready HR		
177	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to accommodate promotions, demotions, and any other change in salary group.	R	Y - Yes	UKG Ready HR		
178	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to require employee or supervisor to attach supporting documentation depending on the type of personnel action.	R	Y - Yes	UKG Ready HR		
179	Human Resources	Personnel Transactions	Managing personnel transactions	Ability for employee or supervisor to attach electronic documents (documents, spreadsheets, images, PDFs, emails saved to HTML, etc.).	R	Y - Yes	UKG Ready HR		
180	Human Resources	Personnel Transactions	Managing personnel transactions	Ability for Human Resources to enter more than one personnel action at a time if required (e.g. mass changes when there is a salary increases for entire department).	R	Y - Yes	UKG Ready HR		
181	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to accommodate electronic signatures for approvals.	R	Y - Yes	UKG Ready HR		
182	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to leverage workflow to route personnel actions for approval according to the type of personnel action or department initiating the personnel action.	R	Y - Yes	UKG Ready HR		
183	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to establish various workflows for different types of personnel actions.	R	Y - Yes	UKG Ready HR		
184	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to electronically calculate any pay adjustments that may be needed for the personnel action request based on type of personnel action.	R	Y - Yes	UKG Ready HR		
185	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to electronically validate any pay calculations while still requiring final approval by HR and Payroll before making changes.	R	Y - Yes	UKG Ready HR		
186	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to automatically perform the payroll or deduction change once approved by the appropriate parties.	R	Y - Yes	UKG Ready HR		
187	Human Resources	Personnel Transactions	Managing personnel transactions	Ability for users to submit future-dated personnel/payroll actions (e.g., the ability to submit actions at the time the actions are known rather than waiting until effective date).	R	Y - Yes	UKG Ready HR		
188	Human Resources	Personnel Transactions	Managing personnel transactions	Ability for system to alert identified staff when an employee personnel action needs to be initiated (e.g. annual pay increases, promotions)	D	Y - Yes	UKG Ready HR		
189	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to notify administration if/when they need to make physical changes (e.g. badges, business cards, communications) for the personnel action, based on type of transaction.	O	Y - Yes	UKG Ready HR		
190	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to automatically produce review notices and personnel action forms based on user defined rules.	D	Y - Yes	UKG Ready HR		
191	Human Resources	Personnel Transactions	Managing personnel transactions	Ability to maintain the history of personnel actions.	R	Y - Yes	UKG Ready HR		
192	Human Resources	Position Control	Tracking position control	Ability to have unique identifier for each job.	R	Y - Yes	UKG Ready HR		
193	Human Resources	Position Control	Tracking position control	Ability to handle several types of position classifications, including part time, full, temp part/ full time, seasonal, etc.	R	Y - Yes	UKG Ready HR		
194	Human Resources	Position Control	Tracking position control	Ability to store and maintain all position attributes such as position number, position title, authorization, EEO category, etc. in the system.	R	Y - Yes	UKG Ready HR		
195	Human Resources	Position Control	Tracking position control	Ability to maintain complete position control history.	R	Y - Yes	UKG Ready HR		
196	Human Resources	Position Control	Tracking position control	Ability to maintain history of creations, promotions, changes and abolishment's - to coding, position attributes (e.g., end dates), title, pay range assignments, definitions, minimum qualifications.	R	Y - Yes	UKG Ready HR		
197	Human Resources	Position Control	Tracking position control	Ability to perform electronic routing for approvals for new positions or changes to positions.	R	Y - Yes	UKG Ready HR		
198	Human Resources	Position Control	Tracking position control	Ability to track cost center for a position.	R	Y - Yes	UKG Ready HR		
199	Human Resources	Position Control	Tracking position control	Ability to track funding source for a position.	R	Y - Yes	UKG Ready HR		
200	Human Resources	Position Control	Tracking position control	Ability to enforce funded positions in position control.	O	Y - Yes	UKG Ready HR		
201	Human Resources	Position Control	Tracking position control	Ability to indicate that a position will need to be replaced (e.g. upcoming retirement).	D	Y - Yes	UKG Ready HR		
202	Human Resources	Position Control	Tracking position control	Ability to switch an employee from one position to another in the system, with appropriate workflows and approvals.	R	Y - Yes	UKG Ready HR		
203	Human Resources	Position Control	Tracking position control	Ability to temporarily switch an employee from one position to another in the system, with appropriate workflows and approvals.	R	Y - Yes	UKG Ready HR		
204	Human Resources	Position Control	Tracking position control	Ability to track positions which are grant funded and have specified end dates	R	Y - Yes	UKG Ready HR		
205	Human Resources	Position Control	Tracking position control	Ability to associate an employee with a position, or multiple positions	R	Y - Yes	UKG Ready HR		
206	Human Resources	Position Control	Reporting for positions	Ability to create ad hoc reports by establishment, transfer, reclassification.	R	Y - Yes	UKG Ready HR		
207	Human Resources	Position Control	Reporting for positions	Ability to create head count reports.	R	Y - Yes	UKG Ready HR		
208	Human Resources	Recruiting	Managing recruitments	Ability to centralize the recruitment plan and activities (e.g., maintain the entire history of recruitment within one central repository), including job posting, applicants, testing, advertisements, notes, etc.	R	Y - Yes	UKG Ready Recruiting		

Gulf Coast Authority
ERP Software and Services - Requirements

209	Human Resources	Recruiting	Managing recruitments	Ability to communicate and assign recruitment plan tasks to authorized users within each recruitment across the organization (HR staff, hiring managers, etc.).	R	Y - Yes	UKG Ready Recruiting		
210	Human Resources	Recruiting	Managing recruitments	Ability to configure a "dashboard" for each user based on authorization level and user preferences that provides recruitment status, analytics, reporting, etc.	R	Y - Yes	UKG Ready Recruiting		
211	Human Resources	Recruiting	Managing recruitments	Ability to establish a workflow for hiring manager to initiate a requisition and gain approvals from appropriate individuals for the recruitment of a position.	R	Y - Yes	UKG Ready Recruiting		
212	Human Resources	Recruiting	Posting a position	Ability to update and maintain job descriptions in the system.	R	Y - Yes	UKG Ready Recruiting		
213	Human Resources	Recruiting	Posting a position	Ability to establish minimum qualifications in the system.	R	Y - Yes	UKG Ready Recruiting		
214	Human Resources	Recruiting	Posting a position	Ability to create, print, and post job announcements to various sites in a customizable format.	R	Y - Yes	UKG Ready Recruiting		An aggregator may be required in some cases.
215	Human Resources	Recruiting	Posting a position	Ability to post requisitions to external job boards and other specialty job posting sites and job boards (Indeed, LinkedIn, etc.).	R	Y - Yes	UKG Ready Recruiting		
216	Human Resources	Recruiting	Posting a position	Ability to establish various durations for job postings.	R	Y - Yes	UKG Ready Recruiting		
217	Human Resources	Recruiting	Tracking applicants	Ability for an applicant to create their own profile and provide security such that the applicant can view and modify only their data.	R	Y - Yes	UKG Ready Recruiting		
218	Human Resources	Recruiting	Tracking applicants	Ability for applicants to apply for open positions by filling out an online application and attaching additional electronic documents.	R	Y - Yes	UKG Ready Recruiting		
219	Human Resources	Recruiting	Tracking applicants	Ability for applicants to auto-populate application based on outside source (e.g. resume, LinkedIn, other social media sources).	R	Y - Yes	UKG Ready Recruiting		
220	Human Resources	Recruiting	Tracking applicants	Ability to each applicant to have a unique identifier related to their applications and self service.	R	Y - Yes	UKG Ready Recruiting		
221	Human Resources	Recruiting	Tracking applicants	Ability for applicants to view qualifications and proficiency levels required for a particular position.	R	Y - Yes	UKG Ready Recruiting		
222	Human Resources	Recruiting	Tracking applicants	Ability to send an automatic notification or email to the applicant acknowledging receipt of an application.	R	Y - Yes	UKG Ready Recruiting		
223	Human Resources	Recruiting	Tracking applicants	Ability for applicants to view status of their application.	R	Y - Yes	UKG Ready Recruiting		
224	Human Resources	Recruiting	Tracking applicants	Ability to route all application documents electronically to hiring manager.	R	Y - Yes	UKG Ready Recruiting		
225	Human Resources	Recruiting	Tracking applicants	Ability to flag applicants that have previously applied to the organization.	R	Y - Yes	UKG Ready Recruiting		
226	Human Resources	Recruiting	Tracking applicants	Ability to store and have access to historical recruitment and applicant information for future audit/review purposes (including a single source for viewing the info during an audit/review).	R	Y - Yes	UKG Ready Recruiting		
227	Human Resources	Recruiting	Interviewing applicants	Ability to integrate recruitment schedules with calendars to coordinate interviews.	R	N - Not Available			Mangers, Administrators or Recruiters must schedule manually.
228	Human Resources	Recruiting	Interviewing applicants	Ability for candidates to self schedule for interviews in an interview schedule that is pre-defined by HR and/or hiring manager.	R	N - Not Available			Mangers, Administrators or Recruiters must schedule manually.
229	Human Resources	Recruiting	Interviewing applicants	Ability to establish minimum number of candidates to interview, if required for position.	R	Y - Yes	UKG Ready Recruiting		
230	Human Resources	Recruiting	Interviewing applicants	Ability to create a database of interview questions to be drawn from for each requisitions (minimum qualification, "knockout", experience, skills, interviews with competency-based behavioral questions, etc.).	D	Y - Yes	UKG Ready Recruiting		
231	Human Resources	Recruiting	Interviewing applicants	Ability to maintain interview notes and feedback from interviewees.	R	Y - Yes	UKG Ready Recruiting		
232	Human Resources	Recruiting	Interviewing applicants	Ability to automatically notify applicants using customizable templates regarding status and next steps in a recruitment process.	R	Y - Yes	UKG Ready Recruiting		
233	Human Resources	Recruiting	Testing applicants	Ability to predetermine and automate testing/screening steps in the system wherein applicant responses to questions are evaluated and scored/screened automatically.	R	Y - Yes	UKG Ready Recruiting		
234	Human Resources	Recruiting	Testing applicants	Ability to automatically disqualify applicants if pre-established screening questions are not answered correctly.	R	Y - Yes	UKG Ready Recruiting		
235	Human Resources	Recruiting	Testing applicants	Ability to track various types of test results.	R	Y - Yes	UKG Ready Recruiting		
236	Human Resources	Recruiting	Testing applicants	Ability to perform multiple levels and types of applicant testing.	R	Y - Yes	UKG Ready Recruiting		
237	Human Resources	Recruiting	Testing applicants	Ability to collect applicant reference information for use during selection and background check.	D	Y - Yes	UKG Ready Recruiting		
238	Human Resources	Recruiting	Testing applicants	Ability to track applicant reference and reference checking results.	O	Y - Yes	UKG Ready Recruiting		
239	Human Resources	Recruiting	Testing applicants	Ability to track results of pre-employment drug test, physical test and background check.	R	Y - Yes	UKG Ready Recruiting		
240	Human Resources	Recruiting	Testing applicants	Ability to integrate with primary 3rd party vendors who provide services such as background checks, testing, etc.	R	Y - Yes	UKG Ready Recruiting		
241	Human Resources	Recruiting	Testing applicants	Ability to electronically create and maintain a list of applicants based on all testing and interviews throughout the process.	R	Y - Yes	UKG Ready Recruiting		
242	Human Resources	Recruiting	Hiring applicants	Ability for hiring department to electronically view all necessary applicant information in one location.	R	Y - Yes	UKG Ready Recruiting		
243	Human Resources	Recruiting	Hiring applicants	Ability for hiring manager to inform HR of their final candidate selection in the system, using workflow for approval of final selection prior to generating an offer letter.	R	Y - Yes	UKG Ready Recruiting		
244	Human Resources	Recruiting	Hiring applicants	Ability to generate offer letters from a menu of templates or generate custom letters as needed.	R	Y - Yes	UKG Ready Recruiting		
245	Human Resources	Recruiting	Hiring applicants	Ability to generate disposition letters to unsuccessful candidates from a menu of templates or generate custom ones as needed.	R	Y - Yes	UKG Ready Recruiting		
246	Human Resources	Recruiting	Hiring applicants	Ability to automatically email offer and disposition letters to candidates when generated upon final selection.	R	Y - Yes	UKG Ready Recruiting		
247	Human Resources	Recruiting	Hiring applicants	Ability to send notifications to staff (e.g., recruiter/hiring manager/human resources) related to employment list, selection made, etc.	R	Y - Yes	UKG Ready Recruiting		
248	Human Resources	Recruiting	Reporting on recruitment	Ability to track, analyze and report on key hiring metrics.	R	Y - Yes	UKG Ready Recruiting		

Gulf Coast Authority
ERP Software and Services - Requirements

249	Human Resources	Recruiting	Reporting on recruitment	Ability to perform ad hoc reporting and analysis on any data element in the system.	R	Y - Yes	UKG Ready Recruiting		
250	Human Resources	Recruiting	Reporting on recruitment	Ability to collect and produce statistical reports on EEO data, underutilization and any additional compliance-related items. (e.g., gender, race, veteran status, disability, etc.).	R	Y - Yes	UKG Ready Recruiting		
251	Human Resources	Recruiting	Reporting on recruitment	Ability to track results and perform statistical analysis of various recruitment efforts by position and across all recruitments.	R	Y - Yes	UKG Ready Recruiting		
252	Human Resources	Recruiting	Reporting on recruitment	Ability for access to reporting, data, and metrics to be based on pre-defined roles and positions.	R	Y - Yes	UKG Ready Recruiting		
253	Human Resources	Recruiting	Reporting on recruitment	Ability to export reports and data to sources outside of the recruitment system (e.g. MS Excel, MS Word, web, etc.).	R	Y - Yes	UKG Ready Recruiting		
254	Human Resources	Recruiting	Reporting on recruitment	Ability to archive recruitment results in the system.	R	Y - Yes	UKG Ready Recruiting		
255	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to create different time sheets for different groups or departments.	O	Y - Yes	UKG Ready Timekeeping		
256	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to have multiple date fields for Active Employees: A minimum of 6 (Hire Date, Union Seniority Date, Benefit Accrual Date, Position Start Date, Location Start Date, Plus 1 User Defined).	R	Y - Yes	UKG Ready Timekeeping		
257	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to have 4 different hours based seniority fields each with a different accumulation factor.	R	Y - Yes	UKG Ready Timekeeping		
258	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to automatically create new timesheets for employees each pay period.	R	Y - Yes	UKG Ready Timekeeping		
259	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability for employees to enter time in various methods depending on their department (e.g. time clocks, desktop entry).	D	Y - Yes	UKG Ready Timekeeping		
260	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to report worked hours via mobile application.	D	Y - Yes	UKG Ready Timekeeping		
261	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability for employees to enter and track un paid time (unpaid FMLA, volunteer hours, etc.).	R	Y - Yes	UKG Ready Timekeeping		
262	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to accommodate time entry for non-exempt employees and an exception based entry system for exempt employees.	R	Y - Yes	UKG Ready Timekeeping		
263	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to track time against grant funded positions and projects	D	Y - Yes	UKG Ready Timekeeping		
264	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to accommodate rounding of employee transactions, regardless of source. System should accommodate rounding up to the next quarter hour, or actual time, depending on policy.	D	Y - Yes	UKG Ready Timekeeping		
265	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability for hourly employees to enter hours per day totals (without exact time in and out entry) if desired	R	Y - Yes	UKG Ready Timekeeping		
266	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to provide warning for employee entry of hours over standard day.	D	Y - Yes	UKG Ready Timekeeping		
267	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability for employee to enter time data for current and future dates.	R	Y - Yes	UKG Ready Timekeeping		
268	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability for administrator to enter time data for past, current, and future dates.	R	Y - Yes	UKG Ready Timekeeping		
269	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to record multiple pay types for each shift worked.	R	Y - Yes	UKG Ready Timekeeping		
270	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to charge time to multiple accounts, departments, projects, locations, work orders, grants, pay codes, cost centers, and activities.	R	Y - Yes	UKG Ready Timekeeping		
271	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability for automatic project code validation upon time entry.	D	Y - Yes	UKG Ready Timekeeping		
272	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to record and pay for approved workers' comp time.	R	Y - Yes	UKG Ready Timekeeping		
273	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to accrue time every pay period.	R	Y - Yes	UKG Ready Timekeeping		
274	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability for employee to elect overtime hours as Compensatory, and route for manager approval, and for system to maintain this separate bank of hours.	R	Y - Yes	UKG Ready Timekeeping		
275	Timekeeping & Payroll	Time and Attendance	Collecting time data	Ability to add and edit pay codes for charging against grants.	R	Y - Yes	UKG Ready Timekeeping		
276	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to support time and attendance calculation rules that must be completely parameter driven and easy to set-up, change, and track without needing special programming or other technical skills.	R	Y - Yes	UKG Ready Timekeeping		
277	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to provide for the configuration of an unlimited number of time and attendance calculation rules.	R	Y - Yes	UKG Ready Timekeeping		
278	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to update user-defined rules and have the changes reflected immediately for time entry and processing.	R	Y - Yes	UKG Ready Timekeeping		
279	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability for time and attendance calculation rules and other system settings to be future dated where required.	D	Y - Yes	UKG Ready Timekeeping		
280	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to define time and attendance calculation rules at the employee, or group level.	R	Y - Yes	UKG Ready Timekeeping		
281	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to apply time and attendance calculation rules (overtime, break rules, etc.) in accordance with federal, state, and local laws.	R	Y - Yes	UKG Ready Timekeeping		
282	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to have multiple overtime eligibility rules and/or minimums based on department or division.	R	Y - Yes	UKG Ready Timekeeping		
283	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to alert user and their supervisor that they are not eligible for overtime based upon pre-determined eligibility and hours rules.	O	Y - Yes	UKG Ready Timekeeping		
284	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to track reason for use of overtime (e.g., due to sick coverage, vacation, worker's comp, etc.).	R	Y - Yes	UKG Ready Timekeeping		

Gulf Coast Authority
ERP Software and Services - Requirements

285	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to accommodate multiple FLSA cycles.	R	Y - Yes	UKG Ready Timekeeping		
286	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to automatically calculate multiple overtime and other premiums (e.g., weekend premiums) based on actual worked hours outside the employees' scheduled hours or time of day (schedule deviation) and rules built into the system. Overtime calculations will take into account start and stop times (or total hours entered for the day), scheduled hours, type of duty performed.	R	Y - Yes	UKG Ready Timekeeping		
287	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to maintain a calendar of holidays. Separate and distinct holiday calendars can be maintained for different groups of employees.	O	Y - Yes	UKG Ready Timekeeping		
288	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to remind employees of upcoming holidays when applicable.	D	Y - Yes	UKG Ready Timekeeping		
289	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday.	R	Y - Yes	UKG Ready Timekeeping		
290	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability for system to apply holiday pay to employees based on their FTE amount (e.g., .5 FTE is paid 50% of the holiday hours).	R	Y - Yes	UKG Ready Timekeeping		
291	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to provide for real time alerts to the supervisor for their employee's timekeeping exceptions, such as approaching overtime, comp time, and absences.	D	Y - Yes	UKG Ready Timekeeping		
292	Timekeeping & Payroll	Time and Attendance	Managing time rules	Ability to establish on-call pay rules for specific departments.	R	Y - Yes	UKG Ready Timekeeping		
293	Timekeeping & Payroll	Time and Attendance	Approving time	Ability for employees to self-certify their own timesheets before sending for manager approval.	R	Y - Yes	UKG Ready Timekeeping		
294	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to support a user configurable approval process based on the organizational structure.	R	Y - Yes	UKG Ready Timekeeping		
295	Timekeeping & Payroll	Time and Attendance	Approving time	Ability for manager to view and approve employee timecards.	R	Y - Yes	UKG Ready Timekeeping		
296	Timekeeping & Payroll	Time and Attendance	Approving time	Ability for manager to view and approve employee requests for time off.	R	Y - Yes	UKG Ready Timekeeping		
297	Timekeeping & Payroll	Time and Attendance	Approving time	Ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).	R	Y - Yes	UKG Ready Timekeeping		
298	Timekeeping & Payroll	Time and Attendance	Approving time	Ability for Managers/Supervisors to update the employees time when approving for missed punches, missing leave, etc.	R	Y - Yes	UKG Ready Timekeeping		
299	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to have various levels of approvals on time card that may differ by department.	D	Y - Yes	UKG Ready Timekeeping		
300	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to maintain a complete audit log for all edits made to time by a manager or supervisor.	R	Y - Yes	UKG Ready Timekeeping		
301	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to define a set of comments used to annotate manual changes and other edits of employee records (e.g., duplicate, missed punch, etc.).	O	Y - Yes	UKG Ready Timekeeping		
302	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to provide for a pay period lock function for use by payroll to prevent further time reporting edits by supervisors or employees.	R	Y - Yes	UKG Ready Timekeeping		
303	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to prohibit employee from making updates to record after manager level of approval.	R	Y - Yes	UKG Ready Timekeeping		
304	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to route back to the supervisor through approval workflow if changes are needed for the timesheet.	R	Y - Yes	UKG Ready Timekeeping		
305	Timekeeping & Payroll	Time and Attendance	Approving time	Ability to notify approver (including payroll dept.), via report or other, if a timesheet has not been submitted by the deadline.	D	Y - Yes	UKG Ready Timekeeping		
306	Timekeeping & Payroll	Time and Attendance	Editing time	Ability to adjust or correct time entries captured in the current period, but not yet paid.	R	Y - Yes	UKG Ready Timekeeping		
307	Timekeeping & Payroll	Time and Attendance	Editing time	Ability to recalculate all totals immediately after a value is changed.	R	Y - Yes	UKG Ready Timekeeping		
308	Timekeeping & Payroll	Time and Attendance	Editing time	Ability for all historical employee time and attendance information, including any adjustments, to be available for audit or review purposes.	R	Y - Yes	UKG Ready Timekeeping		
309	Timekeeping & Payroll	Time and Attendance	Editing time	Ability for employees, supervisors and payroll to view the employee master data (job, schedule, location, job hours, FTE%, different positions, etc.) on the time entry or correction screen.	R	Y - Yes	UKG Ready Timekeeping		
310	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to provide capabilities for managing employee leave.	D	Y - Yes	UKG Ready Leave		
311	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability for the system to turn a holiday on a weekend into a floating holiday if the administration does not work that day.	R	Y - Yes	UKG Ready Leave		
312	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to configure multiple categories of leave accumulators (including vacation, leave, sick, FMLA, and comp adjustments) and formulas in the system, without needing special programming or technical skills.	R	Y - Yes	UKG Ready Leave		
313	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to define method of PTO/Sick leave benefit accrual (banked, accrued) including eligibility rules, rate, plan year, rollover rules and caps.	R	Y - Yes	UKG Ready Leave		
314	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to identify which funds are to be used for accrual of vacation, sick time, etc., for those staff who are allocated to multiple funds.	D	Y - Yes	UKG Ready Leave		
315	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to automatically adjust the paid leave balances by type when leave is taken (vacation, sick, sick incentive, PTO, holiday, floating holiday, etc.).	R	Y - Yes	UKG Ready Leave		
316	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability for employees to see accruals and leave balances in their timesheets.	R	Y - Yes	UKG Ready Leave		
317	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to alert Payroll, HR and/or Manager for absences that require follow-up.	R	Y - Yes	UKG Ready Leave		
318	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to track disciplinary action for sick call occurrences/ability to have rules as they apply to disciplinary action	O	Y - Yes	UKG Ready Leave		

Gulf Coast Authority
ERP Software and Services - Requirements

319	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to request time off within the system of record through the timekeeping side of the system	D	Y - Yes	UKG Ready Leave		
320	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to initiate and route leave requests for approval in the system.	D	Y - Yes	UKG Ready Leave		
321	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to track leaves that were granted/revoked.	D	Y - Yes	UKG Ready Leave		
322	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to calculate leave payoffs at termination including current period accrual, current period taken, and remaining balance.	D	Y - Yes	UKG Ready Leave		
323	Timekeeping & Payroll	Time and Attendance	Managing leave	Ability to track years of service so leave balances can be paid out accordingly (e.g. retirees that have been here >10 years, get their sick balance paid out at separation).	R	Y - Yes	UKG Ready Leave		
324	Timekeeping & Payroll	Payroll	Processing payroll	Ability to pre-date and post-date employee transactions (i.e. calculations & deductions based on date can be done in advance).	R	Y - Yes	UKG Ready Payroll		
325	Timekeeping & Payroll	Payroll	Processing payroll	Ability to run and review error report prior to processing payroll to eliminate manual review of each individual employee.	R	Y - Yes	UKG Ready Payroll		
326	Timekeeping & Payroll	Payroll	Processing payroll	System provides all mandated State and Federal payroll reports and includes updates with the standard software maintenance agreement.	R	Y - Yes	UKG Ready Payroll		
327	Timekeeping & Payroll	Payroll	Processing payroll	Ability to restrict access to Payroll/Personnel system to provide secure inquiry.	R	Y - Yes	UKG Ready Payroll		
328	Timekeeping & Payroll	Payroll	Processing payroll	Ability to set different worker's comp rules and internal/external mandates, for the different departments.	O	Y - Yes	UKG Ready Payroll		
329	Timekeeping & Payroll	Payroll	Processing payroll	Ability to configure leave accruals and rules based on employee classification or department.	R	Y - Yes	UKG Ready Payroll		
330	Timekeeping & Payroll	Payroll	Processing payroll	Ability to automatically add/reduce accruals based on established rules.	R	Y - Yes	UKG Ready Payroll		
331	Timekeeping & Payroll	Payroll	Processing payroll	Ability to provide a payment history record for each payment and/or adjustment that the system generates that contains sufficient information to recreate all of the conditions and factors involved in the generation of the payment or adjustment.	R	Y - Yes	UKG Ready Payroll		
332	Timekeeping & Payroll	Payroll	Processing payroll	Ability to adjust all accumulated totals that are affected by an adjustment (e.g., FICA-subject wages, taxes, and retirement including OPERS reporting).	R	Y - Yes	UKG Ready Payroll		
333	Timekeeping & Payroll	Payroll	Processing payroll	Ability to conduct "what-if" analyses for payroll.	O	Y - Yes	UKG Ready Payroll		
334	Timekeeping & Payroll	Payroll	Processing payroll	Ability to match every payment and adjustment with the pay period where the adjustment applies.	D	Y - Yes	UKG Ready Payroll		
335	Timekeeping & Payroll	Payroll	Processing payroll	Ability to change position and job class mid-pay cycle.	O	Y - Yes	UKG Ready Payroll		
336	Timekeeping & Payroll	Payroll	Processing payroll	Ability to select default pay cycles for each pay code.	O	Y - Yes	UKG Ready Payroll		
337	Timekeeping & Payroll	Payroll	Processing payroll	Ability to select default pay cycles for deductions.	R	Y - Yes	UKG Ready Payroll		
338	Timekeeping & Payroll	Payroll	Processing payroll	Ability to pay employees with hourly rate and biweekly salary in same payroll cycle.	R	Y - Yes	UKG Ready Payroll		
339	Timekeeping & Payroll	Payroll	Processing payroll	Ability to run mass updates (e.g. by employee classifications or annual COLA adjustment to salary scale).	R	Y - Yes	UKG Ready Payroll		
340	Timekeeping & Payroll	Payroll	Processing payroll	Ability to automate merit pay changes based on performance review results, where different ratings are ranked to different amounts.	O	Y - Yes	UKG Ready Payroll		
341	Timekeeping & Payroll	Payroll	Processing payroll	Ability to approve pay changes in mass.	O	Y - Yes	UKG Ready Payroll		
342	Timekeeping & Payroll	Payroll	Setting up payroll	Ability to safeguard against using duplicate Social Security Numbers (SSN).	R	Y - Yes	UKG Ready Payroll		
343	Timekeeping & Payroll	Payroll	Setting up payroll	Ability to display employee information without displaying the SSN.	R	Y - Yes	UKG Ready Payroll		
344	Timekeeping & Payroll	Payroll	Setting up payroll	Ability to manage pay ranges based on position or job title.	R	Y - Yes	UKG Ready Payroll		
345	Timekeeping & Payroll	Payroll	Setting up payroll	Ability to manage employee pay directly to their pay ranges.	R	Y - Yes	UKG Ready Payroll		
346	Timekeeping & Payroll	Payroll	Setting up payroll	Ability to have allocated workers (e.g., 50% of pay comes from one account and 50% from another).	R	Y - Yes	UKG Ready Payroll		
347	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to have effective dates for stipends and other pays and deductions.	O	Y - Yes	UKG Ready Payroll		
348	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to add one-time pays and deductions for employees on a given paycheck.	R	Y - Yes	UKG Ready Payroll		
349	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to accommodate special pay types for some departments.	D	Y - Yes	UKG Ready Payroll		
350	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to support pre-tax, after-tax, and fringe deductions.	R	Y - Yes	UKG Ready Payroll		
351	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to future date deductions.	R	Y - Yes	UKG Ready Payroll		
352	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to support multiple to-date amounts by deduction.	R	Y - Yes	UKG Ready Payroll		
353	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to track balance and limit information by deduction.	R	Y - Yes	UKG Ready Payroll		
354	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to identify a withholding frequency by deduction.	R	Y - Yes	UKG Ready Payroll		

Gulf Coast Authority
ERP Software and Services - Requirements

355	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to allow deductions to be employee paid, employer paid, or a combination thereof.	R	Y - Yes	UKG Ready Payroll		
356	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to allow the selection of the method of computing employee and employer contribution amounts based: flat dollar amount, percentage of the total contribution, amount per hour worked, formula, percent of earnings.	R	Y - Yes	UKG Ready Payroll		
357	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to process both negative and positive payroll deductions.	R	Y - Yes	UKG Ready Payroll		
358	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to generate automatic G/L journal entry for all deductions and earnings each pay period.	R	Y - Yes	UKG Ready Payroll		
359	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to add unlimited number of user-defined deductions.	D	Y - Yes	UKG Ready Payroll		
360	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to override deductions or pay for a pay period.	R	Y - Yes	UKG Ready Payroll		
361	Timekeeping & Payroll	Payroll	Managing deductions and contributions for payroll	Ability to process paychecks without deductions (e.g. insurance deductions only processed on 24 of the 26 pay periods).	R	Y - Yes	UKG Ready Payroll		
362	Timekeeping & Payroll	Payroll	Accommodating payroll garnishments	Ability to process garnishments for third-parties, child support, bankruptcy, federal levy.	R	Y - Yes	UKG Ready Payroll		
363	Timekeeping & Payroll	Payroll	Accommodating payroll garnishments	Ability to setup varying computational methods for each garnishment type, such as determining an employee's disposable income by garnishment type	D	Y - Yes	UKG Ready Payroll		
364	Timekeeping & Payroll	Payroll	Accommodating payroll garnishments	Ability to track multiple garnishments per employee.	D	Y - Yes	UKG Ready Payroll		
365	Timekeeping & Payroll	Payroll	Accommodating payroll garnishments	Ability to update calculations based on the most current federal and state regulations.	R	Y - Yes	UKG Ready Payroll		
366	Timekeeping & Payroll	Payroll	Accommodating payroll garnishments	Ability to enter end dates for garnishments and other recurring items.	R	Y - Yes	UKG Ready Payroll		
367	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to support regular and supplemental taxation by earnings type.	R	Y - Yes	UKG Ready Payroll		
368	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to pay earnings based on: salary plus special rate, flat rate, percent of salary rate, amount per hour, and fixed amount.	R	Y - Yes	UKG Ready Payroll		
369	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to pay out accrued paid leave banks (e.g. comp time banks) 1x each year.	O	Y - Yes	UKG Ready Payroll		
370	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to process employee expense reimbursements.	R	Y - Yes	UKG Ready Payroll		
371	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to calculate taxable wages for fringe benefit calculations.	O	Y - Yes	UKG Ready Payroll		
372	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to calculate overtime based on FLSA rules.	R	Y - Yes	UKG Ready Payroll		
373	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to have user defined overtime calculations that may be different across different departments or employee groups and may be different based on different days designated as holidays.	R	Y - Yes	UKG Ready Payroll		
374	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to alert users if overtime is entered without overtime rules having been met.	R	Y - Yes	UKG Ready Timekeeping		Notifications and Dashboards can be used to alert to this issue.
375	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to specify earning codes that are overtime eligible.	R	Y - Yes	UKG Ready Payroll		
376	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to support the management of comp time, and reporting based on dollars and hours.	R	Y - Yes	UKG Ready Payroll		
377	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to automatically calculate and generate retroactive pay that includes education stipends, incentives, and shift differentials to be included in the overtime.	R	Y - Yes	UKG Ready Payroll		
378	Timekeeping & Payroll	Payroll	Calculating payroll earnings	Ability to calculate premiums based on dependents who no longer qualify (aging out) and ability to process arrears or refunds.	R	Y - Yes	UKG Ready Payroll		
379	Timekeeping & Payroll	Payroll	Managing direct deposit	Ability to create a file for direct deposit in ACH format.	R	Y - Yes	UKG Ready Payroll		
380	Timekeeping & Payroll	Payroll	Managing direct deposit	Ability for end user to change the format of the bank file when changes are requested from the bank without software company intervention or programming knowledge.	D	Y - Yes	UKG Ready Payroll		
381	Timekeeping & Payroll	Payroll	Managing direct deposit	Ability to have multiple financial institutions per employee designated for direct deposit.	R	Y - Yes	UKG Ready Payroll		
382	Timekeeping & Payroll	Payroll	Managing direct deposit	Ability to prorate prior to an employee's first pay cycle.	R	Y - Yes	UKG Ready Payroll		
383	Timekeeping & Payroll	Payroll	Processing payroll taxes	Vendor provides and updates tables for federal, state & local income tax and FICA.	R	Y - Yes	UKG Ready Payroll		
384	Timekeeping & Payroll	Payroll	Processing payroll taxes	Ability to automatically update the tax tables (rates and limits) for various tax categories (Federal, State, etc.) on an annual basis.	R	Y - Yes	UKG Ready Payroll		
385	Timekeeping & Payroll	Payroll	Processing payroll taxes	Ability to adjust (withhold or refund) employees Federal, State and City withholding taxes by pay period	O	N - Not Available			Employees can have adjustment for late tax increases. This is processed automatically in payroll. Refunds will be issued at tax time as that is when overages will be reflected.
386	Timekeeping & Payroll	Payroll	Integrating with payroll	Ability for the Payroll module to be integrated with the Time and Attendance, HR, GL, and Budgeting modules.	R	Y - Yes	UKG Ready Payroll		
387	Timekeeping & Payroll	Payroll	Processing payroll taxes	Ability for time entries of remote employees to also record work location per application of State of Ohio local income tax requirements.	D	Y - Yes	UKG Ready Payroll		
388	Timekeeping & Payroll	Payroll	Processing payroll taxes	Ability to tax work location accordingly for remote workers as required by State of Ohio law.	D	Y - Yes	UKG Ready Payroll		
389	Timekeeping & Payroll	Payroll	Integrating with payroll	Ability to automatically update the General Ledger accounts at the time of normal payroll, special payrolls, voided checks, and other one time pays.	R	Y - Yes	UKG Ready Payroll		

Gulf Coast Authority
ERP Software and Services - Requirements

390	Timekeeping & Payroll	Payroll	Integrating with payroll	Ability to have benefits information interfaces to the payroll module.	R	Y - Yes	UKG Ready Payroll		
391	Timekeeping & Payroll	Payroll	Integrating with payroll	Ability to interface with third parties for third party remittances.	R	Y - Yes	UKG Ready Payroll		
392	Timekeeping & Payroll	Payroll	Integrating with payroll	Ability to interface with state agencies (both in and out of state) for garnishments.	R	Y - Yes	UKG Ready Payroll		
393	Timekeeping & Payroll	Payroll	Reporting for payroll	System has pre-processing audit reports for payroll.	R	Y - Yes	UKG Ready Payroll		
394	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to view payroll data for federal, state, and local government reports.	R	Y - Yes	UKG Ready Payroll		
395	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to create a payroll register.	R	Y - Yes	UKG Ready Payroll		
396	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to create reports showing information as of a user-defined date (e.g., provide real time employee count by type, FTE count, pay totals by period).	R	Y - Yes	UKG Ready Payroll		
397	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to generate leave reports.	R	Y - Yes	UKG Ready Payroll		
398	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to produce all of the wage and tax reports required to comply with Federal and State laws, rules and regulations.	R	Y - Yes	UKG Ready Payroll		
399	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to report amounts for various third party remittances (e.g., Section 125 plans, Garnishments).	R	Y - Yes	UKG Ready Payroll		
400	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to run exception reports (diagnostics) (e.g., if an employee does not enter their time).	D	Y - Yes	UKG Ready Payroll		
401	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to run a report to show dollar totals for tracked metrics (equipment use, banking of unpaid work time or comp time).	O	R - Reporting	UKG Ready Payroll		A report would need to run in conjunction with an Excel table of co
402	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to produce duplicate W-2s and W-2Cs.	R	Y - Yes	UKG Ready Payroll		
403	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to compute total employee and employer contribution amount per employee.	R	Y - Yes	UKG Ready Payroll		
404	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to pull reports as they relate to Life Insurance	R	Y - Yes	UKG Ready Payroll		
405	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to pull reports as they relate to the Union; including Union wages reports, Union Dues,	R	Y - Yes	UKG Ready Payroll		
406	Timekeeping & Payroll	Payroll	Reporting for payroll	Ability to generate reports as needed for OPERS (Ohio State Pension) monthly reporting requirements	R	Y - Yes	UKG Ready Payroll		
407	Outsourced Payroll	Payroll	Reporting for payroll	Generate W-2s and provide W2's to employees through employee self service or mail as required.	R	Y - Yes	UKG Ready Payroll Services		
408	Outsourced Payroll	Payroll	Payroll processing	Interfaces with federal, state, and local tax deposit software.	R	Y - Yes	UKG Ready Payroll Services		
409	Outsourced Payroll	Payroll	Payroll processing	Maintain & update all federal, state & local tax tables as needed.	R	Y - Yes	UKG Ready Payroll		
410	Outsourced Payroll	Payroll	Payroll processing	Process tax payments to federal, state, and local taxes	R	Y - Yes	UKG Ready Payroll Services		
411	Outsourced Payroll	Payroll	Payroll distribution	Process and generate ACH file for direct deposits	R	Y - Yes	UKG Ready Payroll Services		
412	Outsourced Payroll	Payroll	Reporting for payroll	Generate interface file for financial related information each payroll to load Tyler New World	R	Y - Yes	UKG Ready Payroll Services		
413	Outsourced Payroll	Payroll	Payroll distribution	Provide a debit card vendor for payroll checks not direct deposited	R	Y - Yes	UKG Ready Payroll Services		
414	Outsourced Payroll	Payroll	Payroll distribution	Generate and load debit cards for any employees not on direct deposit.	R	Y - Yes	UKG Ready Payroll		
415	Outsourced Payroll	Benefits	Dependent Verification	Provide contracted services for verification of all dependents added to benefit plans	R	Y - Yes	UKG Ready Benefits		
416	Outsourced Payroll	Benefits	Compliance	Monitor all employees for ACA compliance	R	Y - Yes	UKG Ready Benefits Service		
417	Outsourced Payroll	Benefits	Compliance	Generate 1095c as required and mail to covered staff	R	Y - Yes	UKG Ready Benefits Service		
418	Outsourced Payroll	Personnel Records	I-9 verification services	Outsourced provider to verify I-9 status of all new hires	R	Y - Yes	UKG Ready HR		
419	General & Technical	Technical	Administering system operations	System includes the appropriate administrative and programming toolsets to configure, modify, and customize the software applications.	R	Y - Yes	All UKG Ready Modules		UKG Ready does not provide for unique customizations, rather configurations that can be applied while still allowing the application(s) to be updated without corruption.
420	General & Technical	Technical	Archiving data	System can provide an archiving solution for all data elements which provide configuration options for archiving schedules, including the ability to set retention periods based on record category or record type.	R	N - Not Available			UKG Ready is a SaaS application in the Google Cloud. There really is no reason to archive data and contracts do not force you to do so. If there is an anticipation of the need to run reports on archived data - it is best practice to not archive that data. In addition, analytical reporting is more robust with more data to access and review.
421	General & Technical	Technical	Archiving data	System can provide authorized end user query access to archived records as per the organization's record retention policy.	R	N - Not Available			UKG Ready is a SaaS application in the Google Cloud. There really is no reason to archive data and contracts do not force you to do so. If there is an anticipation of the need to run reports on archived data - it is best practice to not archive that data. In addition, analytical reporting is more robust with more data to access and review.
422	General & Technical	Technical	Archiving data	System has the ability to preserve historic transactional integrity when master data changes (e.g., chart of account changes but old transactions are still linked to old accounts).	R	Y - Yes	All UKG Ready Modules		
423	General & Technical	Technical	Archiving data	System has the ability to automatically schedule purge process based on user defined criteria.	R	N - Not Available			UKG Ready is a SaaS application in the Google Cloud. There really is no reason to archive data and contracts do not force you to do so. If there is an anticipation of the need to run reports on archived data - it is best practice to not archive that data. In addition, analytical reporting is more robust with more data to access and review.

Gulf Coast Authority
ERP Software and Services - Requirements

424	General & Technical	Technical	Archiving data	System can override automatic purge schedule with manual purge process if and when required.	R	N - Not Available			UKG Ready is a SaaS application in the Google Cloud. There really is no reason to archive data and contracts do not force you to do so. If there is an anticipation of the need to run reports on archived data - it is best practice to not archive that data. In addition, analytical reporting is more robust with more data to access and review.
425	General & Technical	Technical	Archiving data	An override of automatic purge shall require a reason describing why.	D	N - Not Available			UKG Ready is a SaaS application in the Google Cloud. There really is no reason to archive data and contracts do not force you to do so. If there is an anticipation of the need to run reports on archived data - it is best practice to not archive that data. In addition, analytical reporting is more robust with more data to access and review.
426	General & Technical	Technical	Entering data	System can control entry of data to ensure user enters data into all required fields on the screen.	R	Y - Yes	All UKG Ready Modules		
427	General & Technical	Technical	Entering data	System can allow for data entry fields automatically default to a specific value (e.g., date fields should default to current date).	R	Y - Yes	All UKG Ready Modules		
428	General & Technical	Technical	Entering data	System can perform batch data entry of transactions with batch totals.	R	N - Not Available			All data entry is real time.
429	General & Technical	Technical	Entering data	System can provide data entry transaction templates (i.e., journal entries, requisitions, etc.), with custom defined fields as a default.	R	Y - Yes	All UKG Ready Modules		
430	General & Technical	Technical	Entering data	System has ability to configure tabbing order on all data entry screens.	R	N - Not Available			Screen formats are pre defined and cannot be reconfigured.
431	General & Technical	Technical	Entering data	System has the ability to "auto fill" in field level information (e.g., vendor name, account name) based on information entered (e.g., enter vendor number, name populates, etc.).	R	Y - Yes	All UKG Ready Modules		
432	General & Technical	Technical	Entering data	System has the ability for back-ups or other transactions in one module to not block, delay, or otherwise interfere with transactions in other modules.	R	Y - Yes	All UKG Ready Modules		
433	General & Technical	Technical	Entering data	System provides record locking functionality which only allows viewing and query access to system records by users, while a user is making edits to the record.	R	Y - Yes	All UKG Ready Modules		
434	General & Technical	Technical	Entering data	System provides free form comments fields for all transactions – prior to posting or after the fact (multiple un-editable comments with user stamping and date stamping).	R	N - Not Available			An audit trail tracks all changes, however, comments are not able to
435	General & Technical	Technical	Entering data	System has the ability to effective date transactions or updates to master data (i.e., benefits premiums during open enrollment).	R	Y - Yes	All UKG Ready Modules		
436	General & Technical	Technical	Installing the system	System has the ability to retain user preferences when installing new releases of the vendor's software.	R	Y - Yes	All UKG Ready Modules		
437	General & Technical	Technical	Installing the system	System has the ability to support the following environments during system implementation including: DEVELOPMENT, TEST, TRAIN, AND PRODUCTION.	R	Y - Yes	All UKG Ready Modules		
438	General & Technical	Technical	Installing the system	System has the ability to customize the amount of data transferred between the system environments: DEVELOPMENT, TEST, TRAIN, AND PRODUCTION.	D	Y - Yes	All UKG Ready Modules		
439	General & Technical	Technical	Installing the system	System has the ability to provide a configuration management solution to allow for easy management of moving data and programs between the various environments.	R	Y - Yes	All UKG Ready Modules		
440	General & Technical	Technical	Integrating and interfacing	System can import/export non-configuration data (e.g., transaction data) to/from a common data interchange format (e.g., ASCII, XML, etc.) with proper security restrictions. (Please provide list of areas where this will work in the comments).	R	Y - Yes	All UKG Ready Modules		
441	General & Technical	Technical	Integrating and interfacing	System allows for all data import functions in the system to observe all pre-set data validation rules to enforce data/database integrity.	R	Y - Yes	All UKG Ready Modules		
442	General & Technical	Technical	Integrating and interfacing	Ability to support web services as a means of real-time data exchange with other applications.	D	Y - Yes	All UKG Ready Modules		
443	General & Technical	Technical	Integrating and interfacing	System provides API's for ease of integration.	R	Y - Yes	All UKG Ready Modules		
444	General & Technical	Technical	Integrating and interfacing	System can apply security restrictions to all imports performed by a user.	R	Y - Yes	All UKG Ready Modules		
445	General & Technical	Technical	Integrating and interfacing	System has the ability to attach multiple documents/images to a single ERP transaction and have that attachment flow with the transaction throughout its life in the ERP (e.g., requisition to purchase order).	R	Y - Yes	All UKG Ready Modules		
446	General & Technical	Technical	Interfacing for users	System ensures that all features and functions within the application will be available and operate identically regardless of the user interface that is used (i.e., web-based or client-based, tablet vs. laptop, etc.).	R	Y - Yes	All UKG Ready Modules		
447	General & Technical	Technical	Interfacing for users	System complies with accessibility standards including all system components. To comply with the Americans with Disabilities Act (ADA), information technology must be accessible to people with disabilities and the information technology's accessibility level must comply with accessibility standards set forth in Section 508 of the Rehabilitation Act. Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities.	O	Y - Yes	All UKG Ready Modules		
448	General & Technical	Technical	Interfacing for users	System ensures that the software applications provide functionality for, or are compatible with, third-party industry standard (Lunar, Supernova, Zoom Text, Magic) screen magnification products to enlarge the print on the computer screen and configure print size, contrast, and color selection for blind users. Please note third-party product compatibility in Comment field.	O	Y - Yes	All UKG Ready Modules		
449	General & Technical	Technical	Interfacing for users	System has the functionality for, or is compatible with, third-party industry standard (Hal, JAWS for Windows, Windows Eyes, etc.) screen reading software (used to operate a speech synthesizer, which voices the contents of a computer screen) for blind users. Please note third-party product compatibility in Comment field.	O	Y - Yes	All UKG Ready Modules		

Gulf Coast Authority
ERP Software and Services - Requirements

450	General & Technical	Technical	Interfacing for users	System has the ability to ensure a consistent use of command keys and screen layouts across the application.	R	Y - Yes	All UKG Ready Modules		
451	General & Technical	Technical	Interfacing for users	System allows multiple screens to be open simultaneously within the same session.	R	Y - Yes	All UKG Ready Modules		
452	General & Technical	Technical	Interfacing for users	System allows any screen to be modified to suit a client's business needs (e.g., XML code editing).	D	N - Not Available			Many screens provide for custom fields.
453	General & Technical	Technical	Interfacing for users	System allows unused data elements to be removed, hidden, or modified to conform to existing practices without compromising the ability to perform system updates that will result in these changes being lost.	R	Y - Yes	All UKG Ready Modules		
454	General & Technical	Technical	Interfacing for users	System has the ability to modify pull down menus and pick lists, with proper security authorization.	R	Y - Yes	All UKG Ready Modules		
455	General & Technical	Technical	Interfacing for users	System has the ability to provide a menu-driven system with comprehensive utility and "help" screen capabilities at the field and the page level. Help documentation should be well-written, specific, relevant, and useful, preferably with screenshots and examples.	R	Y - Yes	All UKG Ready Modules		
456	General & Technical	Technical	Interfacing for users	System has the ability to provide field-level and screen level help throughout the application that can be customized by trained and authorized users.	R	Y - Yes	All UKG Ready Modules		
457	General & Technical	Technical	Managing addresses	System has the ability to meet USPS Publication 28: Postal Addressing Standards for street address and street naming convention including segments for all addresses within the system.	D	Y - Yes	All UKG Ready Modules		
458	General & Technical	Technical	Managing addresses	System has the ability to accommodate foreign addresses.	D	Y - Yes	All UKG Ready Modules		
459	General & Technical	Technical	Managing addresses	System has functionality to provide ability to import master City/State/ZIP file from a third party (US Post Office).	D	Y - Yes	All UKG Ready Modules		
460	General & Technical	Technical	Managing data	System has the ability to interact with the relational database and offer robust querying and analysis tools that do not require programming knowledge, allowing users to pick and choose fields, link tables, and establish criteria under appropriate security controls.	R	Y - Yes	All UKG Ready Modules		
461	General & Technical	Technical	Managing data	System has ability to access tables from other systems using both SQL and non-SQL data sources.	D	Y - Yes	All UKG Ready Modules		
462	General & Technical	Technical	Managing data	System can support referential integrity through the use of data definitions.	R	Y - Yes	All UKG Ready Modules		
463	General & Technical	Technical	Managing data	System has ability to access system database tables directly via ODBC with the ability to specify read versus write access.	R	N - Not Available			Middleware allows the database to be downloaded locally for review
464	General & Technical	Technical	Managing data	System has the ability to add user-defined data fields and tables to meet changing requirements.	R	N - Not Available			There are existing "open" fields that can be user defined on select
465	General & Technical	Technical	Managing data	System has the ability to identify/define character limitations for fields.	D	Y - Yes	All UKG Ready Modules		
466	General & Technical	Technical	Managing data	System has the ability to ensure customizations (characters, data fields, etc.) are carried over into the upgrades/updates.	R	Y - Yes	All UKG Ready Modules		
467	General & Technical	Technical	Processing errors	System can customize or modify system provided error messages and store/log for future review and reporting. Error messages should be meaningful to the user versus being of a technical nature.	R	Y - Yes	All UKG Ready Modules		
468	General & Technical	Technical	Processing errors	System allows user defined reporting from the error log.	D	Y - Yes	All UKG Ready Modules		
469	General & Technical	Technical	Processing errors	System allows the system administrator or designated end-users to view the error log to provide support for the users.	R	Y - Yes	All UKG Ready Modules		
470	General & Technical	Technical	Processing forms	System can provide an integrated Forms Solution that allows for custom developed forms within the system that can be integrated with financial processes without having to modify application code.	R	Y - Yes	All UKG Ready Modules		
471	General & Technical	Technical	Processing forms	System allows for trained users to customize forms without the need for Vendor assistance. Customized forms will be able to be incorporated into future vendor releases without the need for retro-fitted changes.	D	Y - Yes	All UKG Ready Modules		
472	General & Technical	Technical	Processing forms	System provides the ability for all forms created within the vendor's solution to be stored to allow for future use of that form within the vendor's solution.	D	Y - Yes	All UKG Ready Modules		
473	General & Technical	Technical	Processing workflow	System has the ability to attach supporting documents to transactions or profiles (e.g., contract document, vendor W-9 to vendor record, etc.)	R	Y - Yes	All UKG Ready Modules		
474	General & Technical	Technical	Processing workflow	System has the ability to provide workflow functionality, automating business processes within the system that can be controlled and managed by a trained end-user. This workflow includes routing based on roles defined in the system and assigned to each user and with rules determining how a process is handled and works consistently across all module areas and user interfaces within the application.	R	Y - Yes	All UKG Ready Modules		
475	General & Technical	Technical	Processing workflow	System can set up workflows to allow for user-defined levels of approval.	R	Y - Yes	All UKG Ready Modules		
476	General & Technical	Technical	Processing workflow	System provides audit trail history of transaction approvals.	R	Y - Yes	All UKG Ready Modules		
477	General & Technical	Technical	Processing workflow	System provides workflow functionality that allows users to lookup a transaction and see the status in an approval tree.	R	Y - Yes	All UKG Ready Modules		
478	General & Technical	Technical	Processing workflow	System provides workflow functionality that is role-based such that departments can perform approvals in a "person independent" manner.	R	Y - Yes	All UKG Ready Modules		
479	General & Technical	Technical	Processing workflow	System can provide notification/reminder functionality throughout the system that could be set to trigger based on certain events (e.g., more than two weeks have passed and you are responsible for completing this step, contract is going to expire soon, etc.).	R	Y - Yes	All UKG Ready Modules		
480	General & Technical	Technical	Processing workflow	System has same workflow rules and engine regardless of the user interface that is used (i.e., web-based or client-based interface).	R	Y - Yes	All UKG Ready Modules		
481	General & Technical	Technical	Processing workflow	System has workflow functionality that allows a user to enter text and/or attach a document indicating the reason for the rejection and allows for complete viewing of this text by the user receiving the rejection notice.	R	Y - Yes	All UKG Ready Modules		

Gulf Coast Authority
ERP Software and Services - Requirements

482	General & Technical	Technical	Processing workflow	System has workflow functionality that allows a user to forward workflow items for a user-designated period of time to another user who will act as a surrogate in being able to review, approve, and reject all workflow items in the first user's absence.	R	Y - Yes	All UKG Ready Modules		
483	General & Technical	Technical	Processing workflow	System has the ability to provide workflow functionality that allows for items to be put into workflow with a combination of parallel and/or sequential approvals.	R	Y - Yes	All UKG Ready Modules		
484	General & Technical	Technical	Processing workflow	System provides workflow functionality to approve, forward, hold, or reject items upon reviewing.	R	Y - Yes	All UKG Ready Modules		
485	General & Technical	Technical	Processing workflow	System allows for notification of the results of a workflow step to be sent to a user via email or be viewable internally within the application. The specific type of notification (email or internal to application) can be customizable for each individual user.	R	Y - Yes	All UKG Ready Modules		
486	General & Technical	Technical	Processing workflow	System allows for users receiving workflow updates via email to click on a link provided within the email that takes the user to the appropriate area within the application to perform the next steps on that workflow.	R	Y - Yes	All UKG Ready Modules		
487	General & Technical	Technical	Processing workflow	System has the ability to apply field-level security based on user role.	R	Y - Yes	All UKG Ready Modules		
488	General & Technical	Technical	Reporting and printing	System has the ability to interface with a third-party business intelligence solution/data warehouse.	R	Y - Yes	All UKG Ready Modules		
489	General & Technical	Technical	Reporting and printing	System should include an easy to use report generator, with all data downloadable to MS Excel spreadsheet open-source file format such as .csv or .txt format for ad hoc reporting.	R	Y - Yes	All UKG Ready Modules		
490	General & Technical	Technical	Reporting and printing	System allows on screen data to be downloadable to MS Excel spreadsheet open-source file format such as .csv or .txt format for ad hoc reporting.	R	Y - Yes	All UKG Ready Modules		
491	General & Technical	Technical	Reporting and printing	System has the ability to provide a user-configurable "management dashboard" which allows users to identify and view key summary performance statistics from various components of the ERP system and drill into them for further detail.	R	Y - Yes	All UKG Ready Modules		
492	General & Technical	Technical	Reporting and printing	System allows for additions or deletions of fields from a query or report.	D	Y - Yes	All UKG Ready Modules		
493	General & Technical	Technical	Reporting and printing	System has report write capabilities with file organization structure consistent between all application modules.	R	Y - Yes	All UKG Ready Modules		
494	General & Technical	Technical	Reporting and printing	System can run reports without impacting system performance.	R	Y - Yes	All UKG Ready Modules		
495	General & Technical	Technical	Reporting and printing	System has an integrated report writer with the following features: flexible report formatting, and ability to modify or create underlying reporting structure.	R	Y - Yes	All UKG Ready Modules		
496	General & Technical	Technical	Reporting and printing	System has the ability to retrieve information from multiple tables/files.	R	Y - Yes	All UKG Ready Modules		
497	General & Technical	Technical	Reporting and printing	System has the ability to specify desired subtotal breaks and totaling fields.	R	Y - Yes	All UKG Ready Modules		
498	General & Technical	Technical	Reporting and printing	System has the ability to obtain reports in different sort sequences.	R	Y - Yes	All UKG Ready Modules		
499	General & Technical	Technical	Reporting and printing	System has the ability to calculate percentages.	R	Y - Yes	All UKG Ready Modules		
500	General & Technical	Technical	Reporting and printing	User can specify the number of decimal places used when rounding calculations.	R	Y - Yes	All UKG Ready Modules		
501	General & Technical	Technical	Reporting and printing	System has the ability to calculate averages.	R	Y - Yes	All UKG Ready Modules		
502	General & Technical	Technical	Reporting and printing	System has the ability to make minor alterations to previously defined reports.	R	Y - Yes	All UKG Ready Modules		
503	General & Technical	Technical	Reporting and printing	System has the ability to prepare/print reports from any accounting period and across periods.	R	Y - Yes	All UKG Ready Modules		
504	General & Technical	Technical	Reporting and printing	System has the ability to set up menus of created reports for easy access and printing.	R	Y - Yes	All UKG Ready Modules		
505	General & Technical	Technical	Reporting and printing	System has the ability to generate sequentially numbered pages on reports.	R	Y - Yes	All UKG Ready Modules		
506	General & Technical	Technical	Reporting and printing	Setup reports to accommodate optimized page size and layout (e.g., portrait and landscape orientations).	R	Y - Yes	All UKG Ready Modules		
507	General & Technical	Technical	Reporting and printing	System allows a user to select any account or range of accounts in the chart of accounts for inclusion in reports or exclusion.	R	Y - Yes	All UKG Ready Modules		
508	General & Technical	Technical	Reporting and printing	System has "Wildcard" and/or "Keyword" capability to allow easy accessing of a range of values when creating reports.	R	Y - Yes	All UKG Ready Modules		
509	General & Technical	Technical	Reporting and printing	System has the ability to quickly access a range or set of accounts for report creation by specifying a fund, account, department, division, and/or account type.	R	Y - Yes	All UKG Ready Modules		
510	General & Technical	Technical	Reporting and printing	System has the ability to define how data is displayed, including commas, decimal points, dollar signs, +/- signs, right or left justified, etc.	R	Y - Yes	All UKG Ready Modules		
511	General & Technical	Technical	Reporting and printing	System has the ability to "drill down" allowing a user to begin with a summary level screen/report and inquire on progressively more detailed (i.e., source) transactions.	R	Y - Yes	All UKG Ready Modules		
512	General & Technical	Technical	Reporting and printing	System has the ability to execute reports with an "as of" date.	R	Y - Yes	All UKG Ready Modules		
513	General & Technical	Technical	Reporting and printing	System allows search criteria on reports to be not-exact matches, partials, or similar.	D	Y - Yes	All UKG Ready Modules		
514	General & Technical	Technical	Reporting and printing	System has the ability to provide system-wide search functionality for keyword search, across all master and transaction records.	R	Y - Yes	All UKG Ready Modules		
515	General & Technical	Technical	Reporting and printing	System allows users to perform inquiries and searches by any field available.	R	Y - Yes	All UKG Ready Modules		
516	General & Technical	Technical	Reporting and printing	System has the ability to reprint reports, checks, or bills with restart capability when reports, checks, bills, W2's, 1099's, and/or other end of year submissions being printed are interrupted.	R	Y - Yes	All UKG Ready Modules		
517	General & Technical	Technical	Reporting and printing	System has the ability to report/query on all user defined fields.	R	Y - Yes	All UKG Ready Modules		
518	General & Technical	Technical	Reporting and Printing	System supports e-signatures on forms and approvals.	R	Y - Yes	All UKG Ready Modules		

519	General & Technical	Technical	Security and auditing	Ability to use Azure Active Directory (AD) or integrate with cloud-based single sign on (SSO) solutions via SAML.	R	Y - Yes	All UKG Ready Modules		
520	General & Technical	Technical	Security and auditing	Ability to integrate with third-party backup/recovery solutions to flexibly define and implement backup and recovery strategies using external on-premise or cloud-based environments (public or private).	R	Y - Yes	All UKG Ready Modules		
521	General & Technical	Technical	Security and auditing	The system must have the ability to prevent, detect, contain, and recover from security threats such as malware injection, side channel attacks, exploitation of API vulnerabilities, or distributed denial of service (DDoS) attacks.	D	Y - Yes	All UKG Ready Modules		
522	General & Technical	Technical	Security and auditing	The system must provide detailed logs for forensic investigation of security incidents, that can aid in identifying the nature and extent of the affectation, including the data that was exfiltrated or compromised.	R	Y - Yes	All UKG Ready Modules		
523	General & Technical	Technical	Security and auditing	Ability to comply with SOC 2 required.	R	Y - Yes	All UKG Ready Modules		
524	General & Technical	Technical	Security and auditing	System has the ability to restrict access for add/update/view/delete at the transaction level.	R	Y - Yes	All UKG Ready Modules		
525	General & Technical	Technical	Security and auditing	System has the ability to deliver security in a layered format (i.e., data, database, application, network physical).	R	Y - Yes	All UKG Ready Modules		
526	General & Technical	Technical	Security and auditing	System has the ability to deliver system security that includes security logging into the system.	R	Y - Yes	All UKG Ready Modules		
527	General & Technical	Technical	Security and auditing	System has the ability to restrict a user's access to specific screens.	R	Y - Yes	All UKG Ready Modules		
528	General & Technical	Technical	Security and auditing	System can define standard security roles for entry, query, and reporting.	R	Y - Yes	All UKG Ready Modules		
529	General & Technical	Technical	Security and auditing	System has the ability to provide security at the record level.	R	Y - Yes	All UKG Ready Modules		
530	General & Technical	Technical	Security and auditing	System has the ability to configure security access to restrict a user's access to individual fields.	R	Y - Yes	All UKG Ready Modules		
531	General & Technical	Technical	Security and auditing	Ability to access system and process workflow approvals via mobile devices.	R	Y - Yes	All UKG Ready Modules		
532	General & Technical	Technical	Security and auditing	System has the ability to maintain system security controls while using the system on mobile devices.	R	Y - Yes	All UKG Ready Modules		
533	General & Technical	Technical	Security and auditing	System has the ability to restrict user access to fields based on a certain range (e.g., a range of GL accounts).	R	Y - Yes	All UKG Ready Modules		A Cost Center security rule would need to be defined and administered.
534	General & Technical	Technical	Security and auditing	System has the ability to log all transactions and master data changes in a detailed permanent audit trail, by user ID, based on user login.	R	Y - Yes	All UKG Ready Modules		
535	General & Technical	Technical	Security and auditing	System has the ability to provide role based system security; it must be configurable and must establish rules for editing.	R	Y - Yes	All UKG Ready Modules		
536	General & Technical	Technical	Security and auditing	System has the ability to have locks on time/date stamp with limited and audited override authority.	R	Y - Yes	All UKG Ready Modules		
537	General & Technical	Technical	Security and auditing	System allows for an administrator to change a user's status to inactive.	R	Y - Yes	All UKG Ready Modules		
538	General & Technical	Technical	Security and auditing	System has the ability to identify users making inquiries or extracting reports from key databases.	R	T - Third Party			This would be up to the organization to manage.
539	General & Technical	Technical	Security and auditing	System has the ability to support the encryption of data communications between the client and the server.	D	Y - Yes	All UKG Ready Modules		
540	General & Technical	Technical	Security and auditing	System has the ability to support the encryption of stored data in the database.	D	Y - Yes	All UKG Ready Modules		
541	General & Technical	Technical	Security and auditing	System has the ability to restrict a user's access to records meeting certain criteria (i.e., certain divisions).	R	Y - Yes	All UKG Ready Modules		
542	General & Technical	Technical	Security and auditing	System has the ability to apply security restrictions to report writer utilities.	R	Y - Yes	All UKG Ready Modules		
543	General & Technical	Technical	Security and auditing	System has the ability to apply security restrictions to global update functions.	R	Y - Yes	All UKG Ready Modules		
544	General & Technical	Technical	Security and auditing	System has the ability to apply security restrictions to all data connections such as ODBC, JDBC, OLE.	R	Y - Yes	All UKG Ready Modules		
545	General & Technical	Technical	Security and auditing	System has the ability to differentiate access between ability to view versus update for specific data elements.	R	Y - Yes	All UKG Ready Modules		
546	General & Technical	Technical	Security and auditing	System has the ability to restrict the accessing of security configuration and audit logs based upon user profiles or administrator level settings.	R	Y - Yes	All UKG Ready Modules		
547	General & Technical	Technical	Security and auditing	System can restrict System Administrator account from performing transactions on the system.	R	Y - Yes	All UKG Ready Modules		
548	General & Technical	Technical	Security and auditing	System has the ability to monitor concurrent users accessing the database through the application (e.g., open connections).	R	N - Not Available			This would be up to the organization to manage.
549	General & Technical	Technical	Security and auditing	System has the ability to automatically log off an inactive user as configured based on the organization's needs.	R	Y - Yes	All UKG Ready Modules		
550	General & Technical	Technical	Security and auditing	System supports system password expiration settings that are "flexible" (e.g., higher privileged accounts should have passwords which expire every 30-60 days while lesser privileged accounts expire every 60-90 days).	R	Y - Yes	All UKG Ready Modules		
551	General & Technical	Technical	Security and auditing	Ability to restrict reuse of system passwords for a specifiable period of time.	D	Y - Yes	All UKG Ready Modules		
552	General & Technical	Technical	Security and auditing	Ability to enforce minimum password length and strength and set limits exceeding this minimum, as appropriate.	R	Y - Yes	All UKG Ready Modules		
553	General & Technical	Technical	Security and auditing	Ability for users to reset their own password.	D	Y - Yes	All UKG Ready Modules		
554	General & Technical	Technical	Security and auditing	Ability for passwords to be hashed & salted in database storage.	D	N - Not Available			Encrypted but no reformatted.
555	General & Technical	Technical	Security and auditing	System has the ability to ensure that system passwords are suppressed during entry (***** appears instead of the clear-text representation of the password when logging in).	D	Y - Yes	All UKG Ready Modules		
556	General & Technical	Technical	Security and auditing	System has the ability to allow management to review the system administrator's activities.	R	Y - Yes	All UKG Ready Modules		

UKG READY - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Cuyahoga County Public Library (“Customer”) and Kronos SaaShr, Inc., a UKG company (“UKG”) agree that the terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Ready® SaaS Applications in UKG’s hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a UKG Order Form. The Applications described on the Order Form shall be delivered by means of Customer’s permitted access to the infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND UKG.

1. DEFINITIONS

“**Agreement**” means these terms and conditions and the Order Form(s).

“**Application(s)**” or “**SaaS Application(s)**” means those UKG software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“**Billing Start Date**” means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer’s then-existing Services shall be the date the applicable Order Form is executed by UKG and Customer.

“**Confidential Information**” means any non-public information of a party or its Suppliers relating to such entity’s business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

“**Customer Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

“**Documentation**” means technical publications published by UKG relating to the use of the Services.

“**Educational Content**” has the meanings ascribed in Section 7.4.

“**Equipment**” means the UKG equipment purchased or rented by Customer under this Agreement.

“**Initial Term**” means the initial term of the Services as indicated on the Order Form.

“**Monthly Service Fee(s)**” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“**Order Form**” means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer.

“**Personally Identifiable Data**” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“**Renewal Term**” means the renewal term of the Services as indicated on the Order Form.

“**Services**” means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a UKG website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

“**Supplier**” means any contractor, subcontractor or licensor of UKG providing software, equipment and/or services to UKG which are incorporated into or otherwise related to the Services.

“**Term**” means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof. UKG is only entitled to exercise its right of non-renewal after 5 years from the signature of the Agreement.

2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

Notwithstanding the foregoing, UKG may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for services not delivered by UKG;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;

(c) Customer shall return any rented Equipment as provided in Section 9.1 below;

(d) Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer's expense or, alternatively, destroy such materials and provide UKG with an officer's certification of the destruction thereof; and

(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Unless otherwise mutually agreed to by the parties, Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Content. UKG will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.

3. FEES AND PAYMENT

3.1 Customer shall pay UKG the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, UKG will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes UKG to charge the debit card or credit card on file with UKG in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to UKG are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege.

3.2 Unless otherwise indicated on the Order Form, the Setup Fees shall be invoiced upon execution of the Agreement and shall be due net thirty (30) days following date of invoice. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees

shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. UKG will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of UKG's delivery of the Services on a variable fee basis, Customer agrees to pay UKG each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by UKG based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by UKG for non-payment or otherwise terminated by UKG for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees through the then-current Term.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such amounts are paid in full. UKG will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

3.5 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, UKG will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, UKG hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of UKG and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of UKG's licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all

such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of UKG who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 UKG will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. UKG also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

4.5 UKG reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after UKG posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

4.6 Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order Form, the terms and conditions located at <https://www.ukg.com/benefits-center-terms-and-conditions> will apply. The Benefits Center offering is only available within the United States.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to UKG that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to UKG that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the UKG systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide UKG and UKG's representatives with such physical or remote access to Customer's computer and network environment as UKG deems reasonably necessary in order for UKG to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for UKG to perform its obligations under the Agreement. UKG is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 *Implementation.* UKG will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide UKG with necessary configuration-

related information in a timely manner to ensure that mutually agreed implementation schedules are met. UKG and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <https://www.ukg.com/products/ukg-ready/implementation-guidelines>

7.2 Standard Support. UKG will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the UKG Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, UKG will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify UKG of such failure and UKG will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by UKG to be Equipment related shall be dispatched to a UKG Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to UKG, as reasonably determined by UKG. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to UKG's Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in UKG's then-current Support Services Policies.

(b) UKG will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of UKG's choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the UKG provided RMA designating the applicable UKG Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from UKG, shall package the defective Equipment in the materials provided by UKG, with the RMA supplied and promptly return failed Equipment directly to UKG.

(c) Equipment support also includes Customer access to Equipment service packs via the UKG Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by UKG. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of UKG, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

7.5 Technical Account Manager. Customers purchasing a UKG Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. UKG acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants UKG permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services UKG offers to customers. In addition, UKG may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from UKG, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from UKG:

- (a) **Rental Term and Warranty Period.** The term of the Equipment rental and the “Warranty Period” for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- (b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer’s obligations under the Agreement.
- (c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without UKG’s prior written consent. UKG shall have the right to enter Customer’s premises to inspect the Equipment during normal business hours. UKG reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- (d) **Ownership.** All Equipment shall remain the property of UKG. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment’s attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by UKG to give full effect to the intent of terms of this paragraph (d).
- (e) **Equipment Support.** UKG shall provide to Customer the Equipment support services described in Section 7.
- (f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer’s expense, the Equipment subject to this Section 9.1. Equipment will be returned to UKG in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from UKG, Customer shall pay UKG the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from UKG:

- (a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The “Warranty Period” for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).
- (b) **Equipment Support.** UKG shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date (“Renewal Date”), unless either party has given the other thirty (30) days written notification of its intent not to renew. UKG may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

9.3 *Finger Scan and Facial Recognition Equipment.* For Customer’s use of Equipment containing finger scan sensor and/or facial recognition technology (“FS/FR Equipment”), Customer warrants that it is compliant and will maintain compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment. If required by law, Customer further warrants that prior to using FS/FR Equipment it shall: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes; (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) ensure that any releases, consents, or policies required by applicable law shall expressly apply to UKG, its affiliates, and its authorized subcontractors. CUSTOMER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY UKG, ITS EMPLOYEES, DIRECTORS, PARENT, SUBSIDIARIES AND AUTHORIZED PARTNERS AND SUBCONTRACTORS (COLLECTIVELY, “UKG INDEMNITEES”) FOR ANY CLAIMS, DAMAGES, PENALTIES OR FINES ASSERTED OR AWARDED AGAINST A UKG INDEMNITEE ARISING OUT OF OR RELATING TO CUSTOMER’S BREACH OF ANY OF THE WARRANTIES IN THIS SECTION 9.3 WITH RESPECT TO FS/FR EQUIPMENT. UPON RECEIPT OF NOTICE OF SUCH A CLAIM, CUSTOMER SHALL ASSUME SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF SUCH CLAIM; PROVIDED THAT: (I) UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF

SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.

10. SERVICE LEVEL AGREEMENT

10.1 UKG shall: (a) provide basic support for the services at no additional charge, (b) use commercially reasonable efforts to make the services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the services), or (ii) any unavailability caused by circumstances beyond UKG's reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving UKG employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide services in accordance with applicable laws and government regulations.

10.2 UKG shall maintain Services availability of 99.79%, excluding maintenance windows and Excluded Events. In the event that Services availability falls below 99.79% for three (3) consecutive months in any rolling twelve (12) month period Customer may, terminate this Agreement and UKG shall promptly refund Customer any pre-paid fees remaining as of the date of termination. UKG will provide Services availability statistics upon request.

"Excluded Event" means any event that results in a Service unavailability that is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation provided during the maintenance period defined above; (e) any suspension of the Services in accordance with the terms of the Agreement; (f) the unavailability of required Customer personnel, including as a result of failure to provide UKG with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 UKG represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that UKG is unable to correct material deficiencies in the Services arising during the Warranty Period, after using UKG's commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing, and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.

11.3 UKG warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be UKG's repair or replacement of the deficient Equipment, at UKG's option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any UKG components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by UKG.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

12.1 As part of the Services, UKG shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular UKG supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and UKG, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to UKG is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by UKG and UKG's Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for UKG to carry out UKG's duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to UKG of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on UKG as a result of provision of the Services. Customer will ensure that: (a) the transfer to UKG and storage of any Personally Identifiable Data by UKG or UKG's Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12.4 UKG will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by UKG to carry out processing activities on Customer Content on behalf of Customer can be found at: <https://www.ukg.com/products/ukg-ready/subprocessors>

12.6 Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under Applicable Laws.

12.7 At least 30 days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable website and provide Customer with a mechanism to obtain notice of that update. Customer may object to any such new sub-processor by terminating the Agreement upon written notice to UKG, such written notice to be provided within 60 days of being informed of the engagement of the sub-processor. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

13. INDEMNIFICATION

13.1 UKG shall, at its own expense, defend Customer and its respective directors, officers, employees, agents and independent contractors (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees)

actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by or at the direction of Customer, its affiliates or employees; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement or by UKG in writing; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement, the Documentation, or as otherwise authorized by UKG in writing.

13.3 Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, infringes or misappropriates any copyright or patent, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR UKG' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF UKG OR UKG'S SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.3 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13

ABOVE, IN NO EVENT SHALL UKG OR UKG'S SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UKG DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain UKG's prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which UKG is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

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

17.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

17.10 No third party beneficiaries exist under this Agreement.

17.11 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

Cuyahoga County Public Library
Dated:
By:
Name:
Title:

Kronos SaaShr, Inc.
Dated:
By:
Name:
Title:

UKG Ready Payroll Services Addendum

This Payroll Services Addendum, and all included exhibits, schedules, attachments or other addenda (the “**Addendum**”) is made part of the Kronos Workforce Ready Software-as-a-Service Agreement or the UKG Ready Software-as-a-Service Agreement (the “**Agreement**”) and governs the provision of the UKG Ready Payroll Services (the “**Payroll Services**”) by Kronos SaaS, Inc., a UKG Company (“**UKG**”) to the Customer defined below and, if applicable, any of Customer’s Covered Entities (“**Customer**”).

In rendering the Payroll Services, UKG will use the UKG Ready software-as-a-service platform (the “**UKG Ready Platform**”). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the “**Covered Entities**”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from UKG. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Addendum. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by UKG. Capitalized terms not defined within this Addendum are defined in the Agreement.

General Terms and Conditions

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the Agreement and this Addendum, UKG shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the UKG Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and UKG set forth throughout this Agreement. UKG’s standard fees for certain miscellaneous services, such as W2/1099 printing, fees for tax accounts with an “applied for” status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, stop payment fees (for Customers purchasing UKG SmartCheck) and preparing/filing of amended returns, can be found in the Payroll Services Pricing Exhibit located at <https://www.UKG.com/UKG-payroll-services-miscellaneous-pricing-schedule-August2019> (“**Payroll Services Pricing Exhibit**”). Customer will submit payroll and tax monies via one of two funding methods (“**Funding Method**”): (i) Automated Clearing House (**ACH**) funding, or (ii) draw down wire (“**Draw Down Wire**”) funding. Customer is only eligible for ACH funding if approved by UKG. Customer will be required to utilize the Draw Down Wire Funding Method if Customer is not approved for ACH funding.
- b. Customer will submit the payroll information to UKG in the format and including the information specified by UKG from time to time. Submission is expected to occur two (2) Business Days prior to Customer’s scheduled check date. “**Business Day**” means any day of the

year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. The deadline for Customer's submission of payroll is determined by the applicable Funding Method. On the date Customer's payroll is submitted, if the Funding Method is ACH, then the deadline for submission is 3:00 p.m. Eastern Time; if the Funding Method is Draw Down Wire, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date, and, provided Customer's payroll is submitted timely, UKG will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. If payroll is submitted after the applicable submission deadline, payroll will be finalized the following day. Submission by Customer of payroll less than two (2) Business Days prior to Customer's scheduled check data may result in the requirement to utilize an alternative Funding Method, delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall indemnify, defend and hold UKG harmless from and against claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for UKG to provide direct deposit services, UKG will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. If payroll is submitted less than two (2) Business Days prior to Customer's scheduled check date (by the deadline times set forth above), funds may not be available in employee accounts at the opening of the banking day.

- c. Customer will notify UKG if Customer is providing instructions to UKG to process payroll on behalf of a third party. Without limitation, UKG is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association ("**NACHA**") operating rules ("**Applicable Law(s)**"). Customer agrees to be bound by the then-current NACHA operating rules. "**ACH**" means the network used for electronic payments and money transfers, Automated Clearing House. UKG reserves the right to audit Customer's compliance with the NACHA operating rules and the terms of this Agreement.
- d. Customer authorizes UKG to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes UKG via the applicable Funding Method and in accordance with the terms of this Agreement to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "**Customer Account**") for all payroll tax obligations and credit a like amount to an account designated by UKG, which may be held in trust by a third party trustee (the "**Payroll Services Accounts**"), which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("**EFT**") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- e. UKG shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Addendum, nor is UKG

responsible in relation to any taxes which UKG did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues (“NSF”). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).

- f. Customer shall maintain and provide UKG accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable UKG to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, UKG files a tax return containing “Applied For” status, then Customer agrees and acknowledges that it releases UKG from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

- a. **UKG SmartCheck** – means the Payroll Services with the issuing of employee payroll checks from UKG Payroll Services Accounts. This service is only available if UKG Payroll Services with UKG SmartCheck appears on Customer’s Order Form. If Customer uses UKG Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by UKG for distribution.
- b. **Check Printing and Fulfillment Services** - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer’s bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by UKG for shipping of documents and/or checks. Unless Customer has purchased UKG SmartCheck, employee payroll checks will be drawn on the Customer’s bank account.
- c. **ACH Child Support & Third Party Vendor Processing** - means the impoundment and remittance of funds for third party payments, such as child support, via ACH to the applicable state child support agencies or other applicable payees.
- d. **W2 Filing** - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for UKG to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, **excluding** Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- e. **1099 Filing**- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for UKG to timely fulfill its obligations.
- f. **New Hire Reporting** – means the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for Multiple State reporting if required to file in more than one State and to maintain the registration as may be required. UKG will only report new hires to States that will accept electronic filing.

1.1.3 UKG Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the UKG Ready Platform or any other product expressly authorized by UKG, and hereby authorizes and directs UKG to interface the UKG Ready Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants UKG consent to administrative access rights to the UKG Ready Platform for the purpose of fulfilling UKG' obligations under this Addendum.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the Agreement. The Fees set forth in the Payroll Services Pricing Exhibit are subject to change after the Initial Term (as defined in the Agreement) upon thirty (30) days written notice from UKG to Customer.

Article 3. Customer Content

3.1.1 UKG will not be responsible for storing copies of Customer Content when UKG no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse UKG for the costs of producing any information in UKG' possession or control relating to Customer's business or employees that UKG produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Addendum, UKG may dispose of Customer Content in accordance with UKG' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, UKG may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with UKG' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Addendum, each party's use and disclosure of tax return information pursuant to or in connection with this Addendum shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by UKG from time to time in order for UKG to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by UKG to integrate Payroll Services with the UKG Ready Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to UKG all of the forms and documents requested by UKG, and any agreed timelines shall be automatically adjusted accordingly with no liability to UKG attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to UKG other forms and documents requested by UKG necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints UKG as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. UKG shall also be authorized as Customer's designee to receive

correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint UKG as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Addendum and the date UKG is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Addendum and shall execute and file all documents necessary to effectuate such revocation. UKG reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at UKG's sole discretion and UKG may immediately terminate this Addendum upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations All monies caused to be transferred by UKG on behalf of Customer will be funded via the applicable Funding Method initiated by UKG to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any agreements necessary to allow UKG to cause the initiation of the Funding Method to and from Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of the Funding Method, then Customer's payroll and related services will be delayed or suspended. Customer shall indemnify, defend and hold UKG harmless from and against claims, losses or any other liabilities arising from or relating to Customer's failure to properly fund its account or its other prevention of UKG from effecting the Funding Method. For quarter end and year end reconciliation purposes, UKG will utilize standard ACH services to reconcile Customer tax remittances and liability variances. UKG shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to UKG causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of UKG, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as a Funding Method on an exception-only basis. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that other Funding Method(s) are initiated, or (b) proper authorization was not granted to UKG to cause the collection of funds via the other Funding Method(s), or (c) Customer is approved for ACH Funding but fails to submit payroll timely or submits a payroll that exceeds the approved ACH limit. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in

meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and Customer shall indemnify, defend and hold UKG harmless from and against claims, losses or any other liabilities arising from or relating to exception processing, except to the extent arising from UKG' gross negligence or willful misconduct.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Funding Method request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. For customers funding via Draw Down Request or by Direct Wire on an exception basis as noted above, all payments made on Customer's behalf via ACH money movement will be caused to be released by UKG only after UKG receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, UKG will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by UKG.

4.4.4 Collection Account Testing Customer hereby authorizes UKG to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), UKG will cause the initiation of test transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify UKG in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s).

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("**RDFI**") providing authorization that will require Customer's RDFI to honor all drawdown requests and standard ACH transfers received from UKG and/or its agent, (b) promptly notify UKG of any discrepancies between transaction amounts and the amounts expected by Customer; and (3) notify UKG immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. UKG' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the UKG Ready Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), UKG will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. UKG will not reattempt collection

of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Addendum, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then UKG may, in its sole discretion: (a) terminate this Addendum with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, UKG or its Affiliates. "**Affiliate**" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by UKG or through the Payroll Services and shall inform UKG of any inaccuracies not later than five (5) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Addendum. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Addendum by Customer.

4.9 **Credentialing.** Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that UKG may deem necessary in connection with the provision of Payroll Services. UKG shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass UKG's initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass UKG's ongoing credentialing process and (iii) terminate this Addendum, and the Agreement, if Customer does not continue to pass UKG's ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf UKG is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting UKG to provide any Payroll Services to such Covered Entities, and (ii) providing UKG with the information as may be reasonably requested by UKG, for each Client Entity prior to UKG providing Payroll Services to such Client Entity. Customer agrees to provide UKG with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform UKG promptly of any changes in any Client Entity information previously provided to UKG.

Article 5. Warranty

5.1 UKG warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs UKG in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, UKG will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If UKG makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then UKG's sole responsibility, and Customer's only remedy, will be for UKG to correct the error or omission under this Addendum and pay such penalty and interest (notwithstanding the dollar limitation on UKG liability contained in this Addendum). As a condition precedent to UKG's obligation to pay such penalty and interest, Customer will provide UKG timely notice of any such assessment, and UKG shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to UKG shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to UKG in accordance with the notice provisions described in the Agreement. Customer's failure to provide timely notice to UKG shall release UKG from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between UKG and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting UKG's remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 UKG is acting as an independent contractor of Customer under this Addendum. Without limiting the foregoing, UKG shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. UKG is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Addendum shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, UKG may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as UKG chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties.

6.3 Customer acknowledges that UKG is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is UKG a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Addendum.

Article 7. Effects of Termination

7.1 If this Addendum is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the Agreement, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this Agreement.

Article 8. Indemnification

8.1 Customer will, at its own expense, indemnify, defend and hold UKG and its third-party technology suppliers and each of their respective directors, officers, employees, agents and independent contractors (the **"UKG Indemnified Parties"**) harmless from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (**"Claims"**) arising from or related to: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by UKG of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the negligence or neglect of UKG; (d) the material breach of any agreement, covenant, duty or obligation of Customer arising hereunder, (e) UKG filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing UKG to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. UKG will cooperate fully (at Customer's expense) in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with any such Claims, including, without limitation, any such amounts awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim. Customer's indemnity under this Section 8.1 shall survive the termination of this Addendum.

8.2 UKG and/or the applicable UKG Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Addendum. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable UKG Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable UKG Indemnified Parties without the prior written consent of applicable UKG Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to use reasonable efforts to pursue the defense thereafter, UKG and/or applicable UKG Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as UKG and/or applicable UKG Indemnified Parties may deem appropriate, at the applicable UKG Indemnified Party's sole expense, until such time as Customer does assume such control; provided, however, that at no time shall

UKG and/or applicable UKG Indemnified Parties agree to any settlement or compromise which imposes any obligations or restrictions on the Customer without the prior written consent of Customer. The applicable UKG Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable UKG Indemnified Parties may retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF UKG TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS ADDENDUM AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS ADDENDUM. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF UKG AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

Effective Date: _____

Cuyahoga County Public Library:

By: _____

Name: _____

Title: _____

UKG:

By: _____

Name: _____

Title: _____

Attachment 1

Covered Entities

[illegible]

UKG READY BENEFITS ADDENDUM

This addendum ("Addendum") is entered into as of the date of last signature hereto between Kronos SaaShr, Inc., a UKG Company, ("UKG") and **[Enter Customer Name]** ("Customer"), and is an addendum to the agreement governing Customers provision of UKG Ready SaaS (formerly known as Workforce Ready SaaS) services entered into between UKG and Customer (the "Agreement"). Capitalized terms not defined within this Addendum are defined in the Agreement.

WHEREAS, the parties wish to amend the Agreement as indicated herein in order that Customer may access UKG Ready Benefits ("Ready Benefits") through the one or more of the following: Carrier Connectivity, Financial Connectivity and/or COBRA Link as further described herein and in the applicable Order. Except as provided in this Addendum, all terms and conditions in the Agreement related to the Applications apply to Ready Benefits.

WHEREAS, the parties wish to add the terms and conditions contained herein without striking any of the existing terms and conditions in the Agreement unless expressly stated.

WHEREAS, in the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall prevail.

WHEREAS, all other terms and conditions of the Agreement shall continue to remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing facts stated above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree that the terms of the Agreement shall be amended as follows:

1. CONNECTIVITY AND ACCESS; SERVICES AND APPLICATION NOTICES

Customer agrees to receive electronic communications relating to Customer's use of the Services and Applications. UKG may communicate with Customer by email or by posting notices within the Applications. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be deemed delivered and effective when sent to the email address that Customer provides within the Applications. By creating an account, submitting information or otherwise providing UKG with Customer's email address, postal address or phone number, Customer is agreeing that UKG or the UKG's agents may contact Customer at that address or number.

2. DISCLAIMERS

UKG IS A TECHNOLOGY PLATFORM PROVIDER AND MAKES NO REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO, AND HAS NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH, THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD-PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE

SERVICE. UKG IS NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED TO ANY THIRD-PARTY PROVIDERS. CUSTOMER FURTHER RECOGNIZES THAT IN THE DELIVERY OF THE SERVICE, UKG MAY WORK WITH THIRD PARTY PROVIDERS AND UKG CANNOT BE AND IS NOT LIABLE FOR ISSUES, ACTIONS AND/OR OMISSIONS ON THEIR PART THAT ARE OUTSIDE OF UKG'S REASONABLE OVERSIGHT OR CONTROL.

3. DATA SECURITY AND PRIVACY; HIPAA

In the event that UKG will create, receive, maintain or transmit protected health information ("PHI" as defined under HIPAA) on behalf of Customer in providing the Services, Customer agrees to disclose the fact that Customer is a covered entity or business associate, as defined under the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time ("HIPAA"), to UKG prior to entering into this Agreement and the Parties agree to enter into a HIPAA business associate agreement prior to Customer transmitting and/or UKG accessing any PHI. If applicable, the HIPAA business associate agreement is hereby incorporated by reference into this Agreement.

4. NATIONAL AUTOMATED CLEARING HOUSE (NACHA) AGREEMENT

Customer agrees not to provide UKG with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify UKG in advance if any transactions would be considered International ACH Transactions ("IATs"). UKG's policy is not to process IATs. Customer agrees to indemnify UKG and its affiliates against any loss experienced by UKG due to Customer's noncompliance with Nacha Operating Rules and Guidelines. UKG and its originating financial institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

5. GENERAL

5.1 All notices given under the Agreement, except electronic notices from UKG to Customer relating to the Services and Applications as set forth in Section 1 of this Addendum, shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

5.2 These terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

5.3 Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaShr, Inc. Customer further acknowledges and agrees that any regulated third party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Neither Kronos SaaShr or UKG are considered Plan Administrators under the Employee Retirement Income Security Act of 1996 ("ERISA"). Both Kronos SaaShr, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG, Inc.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and shall be effective as of the date last signed below.

Customer: Cuyahoga County Public Library

By: _____
Name: _____
Title: _____
Date: _____

UKG:

By: _____
Name: _____
Title: _____
Date: _____

**UKG PRO ADDENDUM
TO THE
UKG READY SOFTWARE-AS-A-SERVICE
TERMS AND CONDITIONS**

This UKG Pro Addendum (the “**Addendum**”) governs the provision of the UKG Pro Applications by Kronos SaaShr, Inc, a UKG company (“**UKG**”) to **Cuyahoga County Public Library** (“**Customer**”) and is made part of that certain UKG Ready Software-as-a-Service Terms and Conditions (the “**Agreement**”) between UKG and Customer.

The parties hereby agree that the following terms supplement the Agreement with respect to UKG Pro Document Manager, UKG Pro People Assist, and UKG Pro Employee Voice Applications, as detailed on the Order Form (individually or collectively “**UKG Pro Applications**”). Except as provided in this Addendum, the UKG Pro Applications are considered an “**Application**” under the Agreement and is part of the “**Service**” (as those terms are defined in the Agreement). In the event of any conflict between the terms and conditions of this Addendum and those of the Agreement, this Addendum will govern with respect to the UKG Pro Applications. Notwithstanding anything to the contrary in the Agreement, the following shall apply to the UKG Pro Applications:

1. Support Services: For the purposes of the UKG Pro Applications, the support services outlined in section 10 are replaced in its entirety by the following support services:

UKG shall maintain a customer support center capable of receiving telephone, email or online support portal reports of software irregularities (“**Support Services**”). Customer may report Services or operator problems and seek assistance in the use of the products. UKG will maintain a product-trained and knowledgeable staff capable of rendering the Support Services set forth in this Addendum. UKG will use all reasonable diligence to correct verifiable and reproducible errors when reported to the support center. Performance of support services or other services is contingent upon all undisputed payments due to UKG pursuant to this Agreement or any other agreement between the parties, being paid in a timely manner.

2. Sub-processors and Protection of Data: The following Sub-Processors terms shall be added for the purposes of the Agreement.

a.) Notwithstanding anything to the contrary in the Agreement, although UKG remains responsible for the confidentiality obligations as set forth in the Agreement and for the acts of any service provider and/or sub-processor UKG retains in this regard, UKG reserves the right to have Confidential Information and/or Customer Data accessed by UKG’s service providers, sub-processors, and/or employees, some of whom may be outside the United States or Canada, for the sole purpose of performing or upgrading services for the Customer, subject to the confidentiality provisions of the Agreement.

b.) Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer will be made available to Customer prior to the execution of this Order Form and any updates shall be made available to Customer in advance and additionally upon Customer’s written request.

c.) Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer’s prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under applicable law.

d.) At least thirty (30) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable list and provide Customer with that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to UKG within sixty (60) days of Customer’s receipt of notification of the addition of the new sub-

processor by UKG. In the event UKG, in its reasonable discretion, is unable to forego the utilization of any such objected to new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

e.) When engaging any sub-processor UKG will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of the Agreement, and (iii) UKG will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws.

3. Other Terms: The Services Implementation Guidelines of the Agreement are not applicable to the UKG Pro Applications, and the Launch Overview applies. As applicable, the parties may enter into a specific data processing addendum or amend the existing one to cover the scope of the services ordered herein.

4. This Addendum is incorporated in the Agreement and together with the associated UKG Pro Order Form represents the entire understanding of the parties with respect to its subject matter, and for the purposes of the UKG Pro Applications only supersedes and extinguishes all prior oral or written communications between the parties about its subject matter.

5. The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Addendum by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Addendum.

Customer:

Signature:

Name:

Title:

Signature Date:

UKG:

Signature:

Name:

Title:

Signature Date: