



Village of Winnetka

Village Council Regular Meeting

September 19, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. October 3, 2023 Regular Meeting
 - b. October 10, 2023 Study Session
 - c. October 17, 2023 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. September 5, 2023 Regular Meeting
 - b. Approval of Warrant List Dated August 16, 2023 - August 30, 2023
 - c. Resolution No. R-88-2023: Approving an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services (Adoption)
 - d. Resolution No. R-89-2023: Approving an Intergovernmental Agreement with the Village of Wilmette for the Training on the Use of a Water Vessel (Adoption)
8. **Ordinances and Resolutions**
 - a. Resolution No. R-87-2023: Waiving Competitive Bidding and Approving a Contract with the Progress Group, Inc. for Evaluation Services Related to Turbine #4 (Adoption)
 - b. Resolution No. R-90-2023: Approving an Agreement with Teska Associates, Inc., for Professional Services to Prepare a Concept Streetscape Design Plan for the Hubbard Woods Business District Streetscape (Adoption)

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.villageofwinnetka.org) (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

- 9. Old Business**
- 10. New Business**
- 11. Appointments**
- 12. Closed Session**
- 13. Adjournment**

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
September 5, 2023**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, September 5, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Ben Schuster, Community Development Director David Schoon, Water & Electric Director Brian Keys, Assistant Water & Electric Director Nick Narhi, Engineering Director Jim Bernahl, and approximately 7 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) September 12, 2023 Study Session All of the Council members present said they expect to attend.
 - b) September 19, 2023 Regular Meeting All of the Council members present said they expect to attend.
 - c) October 3, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Ted Wynnychenko addresses Council regarding the Bertling-Hill-Woodland pathway vacation.
 - ii. Liz Kunkle commends solar panel installation and the September 11th memorial flag planting event. Ms. Kunkle informs Council on matters related to the Go Green Winnetka solar tour on September 30th and Go Green hosting their 3rd Fall Native Plant sale on September 9th.
- 5) Reports:
 - a) Trustees.
 - i. Trustee Handler commends Village staff, particularly the Water & Electric Department, for their services during the recent extreme heat.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.

6) Presentations

a) Approval of September 11 Memorial Flag Planting on the Green – Cripe Family

In 2008, a tradition began honoring the victims of the September 11, 2011, terrorist attacks by planting 2,977 American flags at the Village Green. William Cripe requests that Council approve the annual flag planting tradition.

President Rintz thanks the Cripe family for continuing to coordinate the event that brings the community together.

Trustee Handler, seconded by Trustee Dalman, moved to approve the September 11 Memorial Flag Planting on the Green. By voice vote, the motion carried.

b) Resolution No. R-84-2023: Honoring the Children's Advocacy Center's 34th Anniversary (Adoption)

Trustee Apatoff, seconded by Trustee Orsic, moved to adopt Resolution No. R-84-2022. By voice vote, the motion carried.

7) Establishment of the Consent Agenda.

Trustee Dalman seconded by Trustee Apatoff moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.

8) Approval of the Consent Agenda

a) Approval of Village Council Minutes

i. July 18, 2023 Regular Meeting

ii. August 1, 2023 Regular Meeting

iii. August 15, 2023 Regular Meeting

b) Approval of Warrant List Dated August 1, 2023 – August 15, 2023 in the amount of \$4,363,640.35.

c) Resolution No. R-78-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for the Purchase of One 1500 kVA Pad Mount Transformer (Adoption)

d) Resolution No. R-79-2023: Waiving Bidding Requirements and Authorizing the Purchase of Two Police Vehicles for 2024 (Adoption)

e) Resolution No. R-80-2023: Waiving Competitive Bidding and Awarding a Contract to Des Plaines Glass Company for Services Related to Window Replacement at the Electric Plant (Adoption)

f) Resolution No. R-81-2023: Approving Change Order No. 1 with A. Lamp Concrete Contractors, Inc. for the 2023 Street Rehabilitation and Public Improvement Project (Adoption)

g) Resolution No. R-86-2023: Waiving Competitive Bidding and Awarding a Contract with Border States Industries, Inc. for the Purchase of a Three Phase Transformer (Adoption)

Trustee Dalman seconded by Trustee Orsic, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

9) Ordinances and Resolutions.

- a) Resolution No. R-82-2023: Waiving Competitive Bidding and Approving a Contract with the Progress Group, Inc. for Services Related to the Repair of Turbine Generator #6 (Adoption)

Water & Electric Director Brian Keys indicates that staff has identified an oil leak in turbine generator #6 that is continuing to worsen as it is continued to be used.

Brian Keys informs Council of the requested outage window at the end of September from the Illinois Municipal Electric Agency and matters relating to budgeting and cost expenses.

Council discusses the Water & Electric budget, contingencies, and potential issues with future issues of the generator.

Trustee Apatoff, seconded by Trustee Dalman, moved to adopt Resolution No. R-82- 2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- b) Resolution No. R-85-2023: Approving a Contract with Dominion Lighting & Solar for the Design and Installation of a Solar Photo Voltaic (PV) Array (Adoption)

Assistant Water & Electric Director Nick Narhi addresses Council regarding the installation of solar panels at the Village Yards. Mr. Narhi confirms that the placement of the solar panel is anticipated to produce more energy due to the placement of the panel.

Mr. Narhi provides information regarding cost expenses, contract terms, and the Illinois Shines program. The program helps Illinois meet its renewable energy goals and promotes the installation of solar panels across the state. In addition, the installation would allow the Village to be eligible for approximately \$12,508 in grant funding.

Council discusses the lifespan of solar panels, matters related to expenses and payback, sizing and expansion of installations at a later date, and the implementation of solar panels within private sectors as well as governmental agencies.

Public Comment

Liz Kunkle commends the installation of solar panels and reinstates the various benefits of solar panels.

Ted Wynnchenko commends the benefits of solar panel installation and urges Council to approve the installation of solar panels.

Council commends the installation of solar panels and discusses the evolvement of solar.

President Rintz commends the progress regarding energy improvements and efficiency.

Trustee Albinson challenges Village staff to study the impacts of solar installation.

Trustee Handler, seconded by Trustee Apatoff, moved to adopt Resolution No. R-85- 2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- c) Ordinance No. M-13-2023: Granting a Special Use Permit for the operation of a Real Estate Office within the C-2 Commercial Overlay District of the Village – 564 Lincoln Avenue (Adoption)

Community Development Director David Schoon confirms that the property owner provided a letter with information regarding their leasing efforts.

The applicant confirms they are working with Anne Loucks Galley, currently located in Glencoe.

Trustee Albinson, seconded by Trustee Handler, moved to adopt Ordinance No. M-13-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

d) Resolution No. R-85-2023: Waiving Competitive Bidding and Approving the Purchase of Underground Stormwater Vaults from Stormtrap, LLC (Adoption)

Engineering Director Jim Bernahl addresses Council regarding the procurement for the underground stormwater vaults system as it relates to the Village's Stormwater Improvement project at Crow Island School and Crow Island Woods with an anticipated construction date scheduled to begin in March 2024.

Jim Bernahl provides information regarding revised plans and proposed improvements, project funding, and industry related cost increases.

Council discusses matters related to project costs and expenses and concerns regarding flooding.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Resolution No. R-85-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

10) Old Business. None.

11) New Business. None.

12) Appointments:

a) Appoint Louis Zaransky as a non-voting student member on the Landmark Preservation Commission – his term will expire August 5, 2024.

Trustee Handler, seconded by Trustee Albinson, moved to appoint Louis Zaransky as a non-voting student member on the Landmark Preservation Commission. His term will expire on August 5, 2024. By voice vote, the motion carried.

13) Closed Session: None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Orsic, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:15 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated August 16, 2023 - August 30, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: September 19, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated August 16, 2023 - August 30, 2023.

RECOMMENDATION:

Consider Approving the Warrant List Dated August 16, 2023 - August 30, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-88-2023: Approving an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services (Adoption)

PRESENTER: John Ripka

AGENDA DATE: September 19, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Ground Emergency Medical Transportation (GEMT) is a federally funded Medicaid program that has been around for years but was introduced to Illinois via legislation in 2019. The program allows municipalities an opportunity to collect an additional Medicaid reimbursement for ambulance services, above and beyond what the State reimburses for Medicaid claims for Emergency Transportation. These reimbursements were designed to help cover the funding gap between the provider's actual costs per GEMT transport and the allowable amount received from Medicaid and other sources of reimbursement.

EXECUTIVE SUMMARY:

The Winnetka Fire Department utilizes a third-party vendor (Andres Medical Billing) to collect fees for ambulance transports to the hospital. When the GEMT program was introduced in 2019, an analysis was done through Andres to determine the cost/benefit of participating in the program. The analysis determined it was not recommended for Winnetka to participate.

Andres was recently acquired by a larger ambulance billing company, EMS/MC, and the Fire Department requested another analysis to be performed. The new GEMT cost report calculations with a lower fee from the billing company estimate a potential revenue of \$100,000 in 2024. With the new changes, the Fire Department would like to pursue the GEMT reimbursements in 2024 and moving forward. An Intergovernmental Agreement between the Illinois Department of Healthcare and Family Services and the Village of Winnetka is required to participate in the program.

RECOMMENDATION:

Consider adopting Resolution No. R-88-2023, approving an IGA between the Illinois Department of Healthcare and Family Services and the Village of Winnetka for Ground Emergency Medical Transport reimbursement.

ATTACHMENTS:

1. Resolution No. R-88-2023: Approving an IGA with the Illinois Department of Healthcare and Family Services - Reimb. for Emergency Medical Services

RESOLUTION NO. R-88-2023

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
CONCERNING REIMBURSEMENT FOR EMERGENCY MEDICAL SERVICES**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the fees received by the Village for emergency medical services provided by the Fire Department cover only a portion of the actual costs incurred, especially when the fees are paid through Medicaid; and

WHEREAS, Medicaid operates the Ground Emergency Medical Transport program (“**GEMT Program**”) that reimburses emergency medical service providers for a portion of the actual costs of emergency medical services provided to Medicaid patients; and

WHEREAS, the Illinois Department of Healthcare and Family Services (“**HFS**”) has applied to be part of the GEMT Program, pursuant to which Medicaid would reimburse each participating Illinois fire department based on the regional cost per call minus the amount already paid for the call; and

WHEREAS, after receiving the GEMT Program reimbursement, each participating fire department may keep 50 percent of the reimbursement payment and must remit the remaining 50 percent of the reimbursement payment to HFS; and

WHEREAS, by participating in the GEMT Program both the Village and the State will recoup additional funds to cover the cost of providing emergency medical services to the public without raising the fees for such services; and

WHEREAS, in order to participate in the HFS GEMT Program, HFS requires that the Village enter into an intergovernmental agreement setting forth each parties’ rights and obligations (“**Agreement**”); and

WHEREAS, the Village President and Village Council have determined that entering into the Agreement will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF INTERGOVERNMENTAL AGREEMENT. The Village Council hereby approves the Agreement by and between the Village and the HFS in

September 19, 2023

R-88-2023

substantially the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 19th day of September, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
Village of Winnetka
2024

The Illinois Department of Healthcare and Family Services (the “Department” or “HFS”) and Village of Winnetka, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “IGA Act”), hereby enter into this Intergovernmental Agreement (the “Agreement”) in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as “Parties” or individually as a “Party.”

ARTICLE I
INTRODUCTION

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the “Public Aid Code”), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the fee-schedule rate for Provider on the Department’s rate sheet for the Provider as of September 30, 2023.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

ARTICLE II

INTERGOVERNMENTAL AGREEMENT

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INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2024, provided Provider's Cost Report was received by the Department on or before October 2, 2023, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT

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5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: HFS.GEMT@illinois.gov

To Local Government: fire@winnetka.org

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE_____

NAME:_____

TITLE:_____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-89-2023: Approving an Intergovernmental Agreement with the Village of Wilmette for the Training on the Use of a Water Vessel (Adoption)

PRESENTER: John Ripka

AGENDA DATE: September 19, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In May 2022, the Villages of Winnetka, Wilmette, and Evanston entered into an agreement for the joint use and operation of a Fireboat for responses on Lake Michigan. The Village of Wilmette sponsored an application for a Homeland Security grant on behalf of all three communities to cover the cost of Rescue Boat Training for 24 Fire Department Personnel with overtime and back fill. In September 2022, we received notification that we had been awarded the grant in the amount of \$221,970.00.

EXECUTIVE SUMMARY:

The Village of Wilmette entered into Contract No. 22151 with the National Association of State Boating Law Administrators for the training of 24 Fire Department personnel on behalf of the three participant communities. Winnetka sent 4 Firefighters through the training program in April and May 2023. Winnetka's cost for the class with overtime/backfill for the two weeks totaled \$35,600. In order for Winnetka to receive the reimbursement of funds as a Sub-grantee, the attached intergovernmental agreement between Wilmette and Winnetka was developed and has been reviewed by the Village Attorney.

RECOMMENDATION:

Consider adopting Resolution No. R-89-2023, approving an Intergovernmental Agreement with the Village of Wilmette for the training on the use of a water vessel.

ATTACHMENTS:

1. Resolution No. R-89-2023: Approving an Intergovernmental Agreement with the Village of Wilmette for the Training on the Use of a Water Vessel

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF WILMETTE FOR
THE TRAINING ON THE USE OF A WATER VESSEL**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village maintains the services of the Winnetka Fire Department (***“Fire Department”***) for fire suppression and fire related services, fire inspections, emergency paramedical and rescue services (***“Fire Services”***); and

WHEREAS, in 2022, the Village, the City of Evanston (***“Evanston”***) and the Village of Wilmette (***“Wilmette”***) entered into an agreement for the use and maintenance of a water vessel for Fire Services (***“Water Vessel”***); and

WHEREAS, Wilmette sponsored an application for a grant on behalf of the Village, Wilmette and Evanston to cover the cost of the Water Vessel and training for fire department personnel from the three participant communities (***“Grant”***); and

WHEREAS, Wilmette received the Grant and entered into a contract with the National Association of Boating Law Administrators for the training of 24 fire department personnel on behalf of the three communities (***“Training Program”***); and

WHEREAS, the Village sent four Fire Department personnel to the Training Program; and

WHEREAS, the Village and Wilmette desire to enter into an intergovernmental agreement in order for the Village to receive reimbursement funds as a sub-grantee of the Grant for the Training Program (***“Agreement”***); and

WHEREAS, the Village President and Village Council have determined that entering into the Agreement will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF INTERGOVERNMENTAL AGREEMENT. The Village Council hereby approves the Agreement by and between the Village and Wilmette in substantially the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 19th day of September, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**INTERGOVERNMENTAL AGREEMENT FOR THE TRAINING ON THE USE OF A
WATER VESSEL BY AND AMONG THE VILLAGE OF WILMETTE AND THE
VILLAGE OF WINNETKA**

This Intergovernmental Agreement (“Agreement”) is made by and between the Village of Wilmette, an Illinois home rule municipal corporation (“Wilmette” or “Grantee”) and the Village of Winnetka, an Illinois home rule municipal corporation (“Winnetka” or “Sub-grantee”), collectively “Parties”.

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as Wilmette and Winnetka, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government to be exercised, combined, transferred or enjoyed jointly with any other unit of local government; and

WHEREAS, the Parties have entered into an Intergovernmental Agreement for the use and maintenance of the Water Vessel dated May 11, 2022; and

WHEREAS, Wilmette has entered into Contract No. 22151 – Rescue Boat Training (“Rescue Boat Training Contract”) in Exhibit A attached with the National Association of State Boating Law Administrators (“NASBLA”) of Lexington, KY for the training of twenty-four (24) Fire Department Personnel; and

WHEREAS, the Department of Homeland Security (“DHS” or “Grantor”) has awarded Wilmette federal program funding under the Port Security Grant Program (“Port Security Grant”) in Exhibit B in the amount of \$221,970.00 (“Grant Funds”) for purpose of providing the Rescue Boat Training to Wilmette’s and Winnetka’s active-duty Fire Department personnel; and

WHEREAS, the Parties agree that Wilmette is the pass-through entity with overall responsibility for the Port Security Grant and the Rescue Boat Training Contract; and

WHEREAS, the Parties agree that Winnetka is a Sub-grantee of the Port Security Grant and will share fully in the benefits and responsibilities of the Port Security Grant; and

WHEREAS, Wilmette will disburse the received Port Security Grant funds to Winnetka to cover Winnetka’s share of the cost of the Rescue Boat Training; and

WHEREAS, Winnetka agrees to be governed by and maintain compliance with all applicable requirements of the Port Security Grant; and

WHEREAS, the Parties by virtue of their powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* are authorized to enter into this Agreement; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants and provisions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation.

- a. The preambles set forth above are incorporated and are part of this Agreement.
- b. The provisions of the Port Security Grant and the related definitions in Exhibit B are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

2. Award and Winnetka Specific Information and Certification.

- a. DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Winnetka certifies that _____ is Winnetka's correct DUNS Number, _____ is Winnetka's correct UEI, Winnetka has an active State registration and SAM registration; and _____ is Winnetka's correct FEIN.
- b. Amount of Award. Grant Funds are estimated to be \$35,600.00, of which \$35,600.00 are federal funds. Winnetka agrees to accept Wilmette's payment as specified herein and as provided in Exhibit B.
- c. Identification Numbers. If applicable, the Federal Award Identification Number ("FAIN") is EMW-2021-PU-00324, the federal awarding agency is Department of Homeland Security, and the federal award date is 11/03/2022. If applicable, the Assistance Listing Program Title is Port Security Grant Program, and the Assistance Listing Number is 97.056.
- d. Term. This Agreement shall be effective on 04/01/2023 and shall expire on 08/31/2025 (the "Term"), unless terminated pursuant to the Agreement.

3. Required Representations.

- a. Compliance with Federal Funding Accountability and Transparency Act of 2006. Winnetka certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L.109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.
- b. Compliance with Uniform Grant Rules (2 CFR Part 200). Winnetka certifies that it will adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, ("2 CFR Part 200"), and are incorporated herein by

reference. The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement.

- c. Compliance with Registration Requirements. Winnetka certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Illinois Grant Accountability and Transparency Act Portal. It is Winnetka's responsibility to remain current with these registrations and requirements. If Winnetka's status with regard to any of these requirement's changes, or the certifications made in and information provided in the Uniform Grant Application changes, Winnetka must notify Wilmette within five (5) business days.
 - d. Certification. Winnetka certifies under oath that (i) all representations made in this Agreement are true and correct and (ii) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Winnetka acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
4. Scope of Grant Activities/Purpose of Grant. Wilmette shall provide twelve (12) active-duty Fire Department personnel and Winnetka shall provide four (4) active-duty Fire Department personnel to participate in the planning for and performance of the Rescue Boat Training.
 5. Availability of Funds.
 - a. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Wilmette may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Wilmette by DHS, (ii) DHS or Wilmette reserves funds, or (iii) Wilmette determines that funds will not or may not be available for payment. Wilmette shall provide notice, in writing, to Winnetka of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated. Wilmette shall be under no obligation to provide Winnetka with any other funds, other than those provided by DHS and contemplated by this Agreement.
 - b. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Wilmette may decrease the estimated amount of this Agreement at any time during the Term if (i) Wilmette determines Winnetka will not use the funds during the Term, (ii) Wilmette determines Winnetka has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement

have not been appropriated or otherwise made available to Wilmette by DHS, (iv) DHS and/or Wilmette reserves funds, or (v) Wilmette determines that funds will not or may not be available distribution to Winnetka . Winnetka will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Wilmette under Exhibits A and B may be reduced accordingly.

- c. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Winnetka shall contain the following certification by an official authorized to legally bind Winnetka:

“By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

6. Financial

- a. Upon completion of the Rescue Boat Training, Winnetka shall pay \$14,400.00 (\$3,600.00 per active-duty Fire Department personnel) to Wilmette within ten (10) days of receipt of an invoice requesting such payment.
- b. Wilmette shall be the Party responsible for paying NASBLA for the Rescue Boat Training costs upon completion of the training.
- c. Winnetka agrees to provide to Wilmette, within ten (10) days of a request, all documents required under the terms of the Port Security Grant and Title 2 - Grants and Agreements of the Code of Federal Regulations (“2 CFR”) for purposes of submitting the Rescue Boat Training costs to DHS for reimbursement.
- d. Wilmette shall be the Party responsible for submitting the required documentation to DHS for reimbursement of the Rescue Boat Training costs.
- e. The Parties mutually agree and understand that if the documentation submitted by Wilmette to DHS for reimbursement is deemed by DHS to be insufficient, Wilmette may require further records and supporting documents to verify the amounts,

personnel, and uses of all funds invoiced pursuant to the Port Security Grant or refund of the Port Security Grant Funds.

- f. The Parties mutually agree and understand that DHS will not reimburse Wilmette, and thus Wilmette will not reimburse Winnetka, for any expenditures deemed by DHS to be:
 - i. Contrary to the provisions of the Port Security Grant;
 - ii. Not directly related to the planning for and/or carrying out the Rescue Boat Training;
 - iii. Not paid by the Parties;
 - iv. Incurred without the consent of DHS after written notice of suspension or termination of any or all of DHS's obligations under the Port Security Grant; and/or,
 - v. In excess of DHS's maximum contribution amount under the Port Security Grant.
 - g. As Wilmette was awarded the Port Security Grant, Wilmette agrees to reimburse Winnetka amounts owed within twenty-one (21) business days of receipt of the applicable funds from DHS.
 - h. In the event DHS or Wilmette determines that Winnetka has failed to perform or is failing to perform, has not met or is not meeting the Rescue Training Boat objectives, or is in default under any of the provisions of the Port Security Grant, whether due to failure or inability to perform or any other cause whatsoever; and DHS demands a refund of any funds disbursed to Wilmette; Winnetka shall immediately pay to Wilmette such amounts attributable to Winnetka resulting from Winnetka's responsibility for said deficiencies and/or defaults. In addition, each Party shall be responsible for all costs disallowed by the DHS in proportion to the number of active-duty Fire Department personnel participating in the Rescue Boat Training.
7. Records Maintenance & Audits
- a. Records Maintenance. Winnetka shall maintain during the term of the Port Security Grant and for a period of three (3) years thereafter complete and adequate applicable financial records, accounts and other records to support all Port Security Grant related expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with DHS funds; a general ledger that supports the costs being charged to DHS; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures.
 - b. Reviews and Audits. Winnetka shall give Wilmette, DHS or their respective authorized representatives or any other authorized person or entity by federal statute access to all books, accounts, records, reports and files pertaining to the

administration, receipt and use of DHS funds under the Port Security Grant to necessitate any reviews or audits.

- c. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, shall establish a presumption in favor of Wilmette for the recovery of any funds paid by Wilmette under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
8. Indemnification. The Parties shall defend, indemnify, and hold each other Party, and the other Parties' officials, officers, employees, agents, and representatives, harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or resulting from the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the Parties, and their officers, employees, and agents, in connection with their performance under this Agreement. The Parties' indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct, or breach by any other Party, its officials, officers, employees, agents, or representatives. References to "losses, expenses, costs of suit or defense" do not include attorney's fees.
9. Non-Binding. Nothing contained in this Agreement, nor any act of any of the respective Parties pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of those Parties. Further, nothing in this Agreement should be interpreted to give any Party control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.
10. Amendments. This Agreement may only be modified by written modification executed by duly authorized representatives of the Parties hereto.
11. Assignment. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law) and the terms and conditions of this Agreements shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the Parties hereto.
12. Governing Law and Venue. The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Any court proceedings between the Parties related to this Agreement or the subject matters herein shall be brought in Cook County, Illinois.
13. Severability. If any provision, clause or term of this Agreement is determined to be invalid or unenforceable, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be

severed from this Agreement, and in either case the validity, the legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

14. Notice. All written reports, notices and other communications related to this Agreement shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

Village of Wilmette

Deputy Fire Chief
Village of Wilmette
1304 Lake Ave
Wilmette, IL 60091
deputyfirechief@wilmette.com

With a Copy To:
Corporation Counsel
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
steinj@wilmette.com

Village of Winnetka

The Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attn: Village Manager
Email: Rbahan@winnetka.org

With a Copy To:
The Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attn: Fire Chief
Email: jripka@winnetka.org

15. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the Parties hereto.
16. Waiver. No waiver by either Party of any breach of any term or condition hereon shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition herein. No term or condition of this Agreement shall be deemed waived by either Party unless waived in writing.
17. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the agreement of the Parties regarding the subject matters of this Agreement.
18. Default and Breach. In the event of any breach of or default under this Agreement, the Parties shall give prompt written notice of such alleged breach or default and the Party receive such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided however, that said thirty (30) day period shall be reasonably extended if the defaulting Party has initiated the cure of said breach of default and is diligently proceeding therewith.

19. No Third-Party Beneficiaries. This Agreement and the covenants contained herein are made solely for the benefits of the Parties, and their respective successors, assigns, affiliates and representatives and no other person shall be entitled to any rights hereunder.
20. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same instrument.
21. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
22. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates indicated.

THE VILLAGE OF WILMETTE

By: _____
Village President

Attest: _____

Date: _____

Date: _____

THE VILLAGE OF WINNETKA

By: _____
Village President

Attest: _____

Date: _____

Date: _____

EXHIBIT A

Contract No. 22151 – Rescue Boat Training

National Association of State Boating Law Administrators



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 22151

For:

Rescue Boat Training

With:

**National Association of State Boating Law Administrators
1020 Monarch Street, Suite 200
Lexington, KY 40513**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and National Association of State Boating Law Administrators. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement (“Agreement” or “Contract”) is to conduct boat crew member and boat operator search and rescue training (“Rescue Boat Training” or “Work”) for Village of Wilmette (“Village”) firefighters per the Specifications in Attachment One (“Attachment One”) of this document. The Agreement is for the Statement of Work offered by the National Association of State Boating Law Administrators (“Contractor”) to the Village.

2. This Addendum is made pursuant to the Statement of Work attached as Attachment One. Together this Addendum, Certificate of Compliance and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed \$86,400.00, including expenses.

5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

7. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.

8. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

9. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

10. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

11. Title and Risk of Loss. Title to the Work shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

12. Warranties. Contractor agrees to provide warranty coverage per Attachment One, and to cooperate with Village in the event Village makes any warranty claim.

13. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village.

14. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

16. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

17. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

19. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Contractor</u>	<u>Village</u>	<u>with a copy to:</u>
National Association of State Boating	Fire Chief	Corporation Counsel
Law Administrators	Wilmette Fire Department	Village of Wilmette
1020 Monarch Street, Suite 200	1304 Lake Avenue	1200 Wilmette Ave
Lexington, KY 40513	Wilmette, IL 60091	Wilmette, IL 60091

21. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. No Third-Party Beneficiaries. No claim as a third-party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

23. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "*Additional Insured Endorsement*" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village of Wilmette, Village of Winnetka and the City of Evanston and each of their respective corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and/or,
- e. USH&L and Maritime Employer's Liability (MEL) – covering all liability of the Contractor arising under the Jones Act, \$1,000,000 per occurrence.

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

25. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

26. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

27. Intellectual Property Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third-party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third-party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third-party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and

attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

28. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

29. Use of Village's Name, Employee Name(s) or Image(s). The Contractor shall not use or permit the use of the Village's name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

30. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

31. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

33. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

34. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

Upon receipt of payments from the Village, Contractor shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such subcontractor's work. Contractor shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

In no case shall the Village's consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

35. Illinois Freedom of Information Act. Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

36. Conflict of Forms. In the event of a conflict between the terms in this Contract, the Attachments to the Contract and/or any other terms accompanying any other documents submitted to the Village by Contractor, the terms of the Contract shall control.

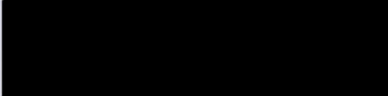
Contract No. 22151

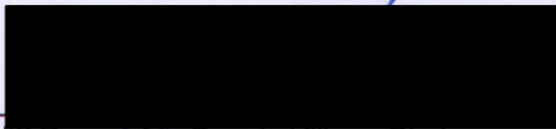
37. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

38. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this 16 day of February, 2023


Michael N. Braiman, Village Manager

Attest: 
Cliff Ruemmer, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this 1ST day of FEBRUARY, 2023


Signature

CHIEF FINANCIAL OFFICER
Position/Title

THOMAS HAYWARD
Print Name

NATIONAL ASSOCIATION OF STATE BOATING LAW ADMINISTRATORS, INC.
Print Company Name

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Rescue Boat Training

National Association of State Boating Law Administrators, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES



BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.



SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).



PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.



EQUAL PAY ACT: Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*



CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Contractor who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."



DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
- b) Specifying the actions that will be taken against employees for violations of such prohibition.
- c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:

- a) the dangers of drug abuse in the workplace;

- b) the grantee's or Contractor's policy of maintaining drug free workplace;
 - c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
 - 8) Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT**

- 1) **Discrimination in employment prohibited:** (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) **Includes independent contractors, etc.:** The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) **Deduction from compensation:** No Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Contractor by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) **Recovery by injured person:** Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) **Violations; punishment:** Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participants, of a Class B misdemeanor.
- 6) **To be inscribed in contract:** The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) **Partial invalidity; construction:** The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX



There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.



There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX



We have a good safety record with OSHA.



We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN):



IL Secretary of State File #:

IL Department of Employment Security #:

IL Department of Revenue Registration #:

IL Department of Professional Regulation #:

Other Applicable Registration / License #:

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: 
(Signature)

By: THOMAS HAYWARD, CHIEF FINANCIAL OFFICER
(Print Name and Title)

d/b/a

Business address: 1020 MONARCH ST. STE 200

LEXINGTON, KY 40513

Business Phone #: (859) 225-9487

Cell Phone #: 

E-Mail Address: tom@nasbla.org

ATTACHMENT ONE
CONTRACTOR'S SCOPE OF WORK

Boat Crew Member Statement of Work

IGA No. 23500



The National Association of State Boating Law Administrators (NASBLA) through its Boat Operations and Training (BOAT) Program will provide two (2) of its five-day **BOAT Crew Member (BCM) Courses to a maximum class size of 12 students in each class at a cost of \$21,600 for each course to the Wilmette Fire Department and surrounding public safety agencies (WFD) on or before December 31st, 2023.** (Please note that a Purchase order is required 45 days prior to the class convening date). Total cost for the two BCM courses is \$43,200.

The cost will include all instructor compensation, travel, and lodging, as well as all course materials (student handbooks, instructional aids, etc.) and the administration costs associated with the logistical preparation and coordination, registry of students, assignment of instructors, issuance of certificates, national database entry and maintenance, collection of evaluations, and after action reporting to the NASBLA National BOAT Program Director and USCG Office of Boat Forces. The WFD will provide one boat for every four students.

Boat Crew Member Course

The five day/35 hour course will focus on the basic elements in the following qualification areas, as listed in the U.S. Coast Guard's Boat Operations and Training Manual (Volume II), and meet the national standards of training, qualification, credentialing and typing established in the NASBLA Boat Operations and Training (BOAT) Manual (Volume II), and prepare students for port security, response and recovery operations;

1. Crew Efficiency Factors, Risk Factors and Team Coordination
 - Crew Fatigue
 - Motion Sickness
 - Team Coordination Training (TCT)
2. Physical Fitness, First Aid and Survival
 - Don the Type III PFD Identify Boat Crew Survival Vest Equipment
 - Use the Emergency Signaling Mirror
 - Demonstrate the Use of the ANY Illumination Signal Kit
 - Don the Inflatable PFD List Survival Procedures in Event of Boat Capsize
 - Open Water Survival Skills
3. Marlinespike Seamanship, Boat Nomenclature, Nautical Terminology, and Basic Stability
 - State Common Boat Nomenclature and Terminology
 - Boat Characteristics – Boat Construction
 - Stability
 - Identify the Different Parts of a Line and the Hitches Used in Line Handling
 - Tie Various Knots, Hitches, and Bends
 - Secure Lines to Cleats, Bitts, and Posts
4. Boat Handling
 - Rig Fenders to Side of the Boat
 - Make Fast a Boat to a Pier (Bow On Mooring, No Current/Wind)
 - Assist in Anchoring the Boat
 - Assist in Weighing the Boat's Anchor
 - Identify the Common Navigation Lights Displayed by Ships and Boats
 - Identify the Common Sound Signals Used by Ships and Boats
 - Identify and Describe Accepted Maritime Distress Signals
 - Stand a Lookout Watch
 - Act as a Helmsman and Steer a Compass Course
 - Get the Boat Away from a Pier/Cutter
 - Moor the Boat to a Pier/Cutter
 - Boat Handling
5. Navigation
 - Identify the Symbols, Abbreviations and Basic Parts of a Nautical Chart
 - Identify Common Aids to Navigation Used for Inland and Coastal Piloting

Boat Crew Member Statement of Work

IGA No. 23500



- Identify Local Landmarks on a Nautical Chart
 - Plot a Position Using Latitude and Longitude
 - Plot a Magnetic Course on a Nautical Chart
 - Measure Distance on a Nautical Chart
 - Compute Time, Speed, and Distance
 - Determine the Depth of Water Using a Fathometer, Depth Sounder
 - Use Radar to Identify Objects
 - Determine the Range and Bearing to Objects Using Radar
 - *Use Radar to Obtain and Interpret Relative Bearings and Ranges to a Moving Target to Determine if Risk of Collision Exists
6. Mission Oriented Operations
- Participate in a Man Overboard Evolution as a Pointer
 - Participate in a Man Overboard Evolution as a Recovery/Pickup Person
 - *Bend a Heaving Line to a Bridle and Pass the Heaving Line to Another Boat
 - *Pass a Towline to Another Boat
 - *Connect a Towline to a Trailer Eyebolt Using a Shackle or Skiff Hook
 - Secure an Alongside Tow

Upon completion of the class, a certificate of completion for students successfully completing the course will be made in the registration portal, and those students will be entered in the national database of crew members and/or tactical boat operators accessible by the United States Coast Guard.

HOST AGENCY REQUIREMENTS:

1. Agency will provide a classroom in close proximity to the training/dock area with comfortable seating and tables for up to 40 adults, projector, projection screen, white/black board, presentation paper with easel.
2. Agency will also ensure that a vessel is provided for each four (4) students for each day or training.
3. Students shall bring proper cold/foul weather gear, and individual PFD's.
4. Host Agency recognizes that a late cancellation of a class on their part may incur cancellation fees from airlines and hotels, and accepts responsibility for payment of those costs.
5. Host Agency also recognizes that the lead instructor delivering the class, or the BOAT Program Director, have the authority to cancel portions of the course delivery due to severe weather or other extenuating circumstances that could impact the safety of those participating.
6. By acceptance of this Statement of Work, organization and attendees of the course release, discharge and hold harmless NASBLA and its instructors from any and all liability. Equipment provided by the host agency is to be in safe and good working order and in a condition sufficient for the intended purpose. NASBLA does not accept any responsibility for malfunction or accident resulting in substandard equipment.

David M. Considine, National Director
NASBLA Boat Operations and Training Program
Dave.Considine@nasbla.org | 859-225-7375 Office | 978-314-1839 Direct |

Boat Crew Member Statement of Work

IGA No. 23500



Accepted this _____ day of _____, _____ by

Signature

Printed Name

Title

Agency

Boat Operator Search and Rescue Course Statement of Work

IGA No. 23500



The National Association of State Boating Law Administrators (NASBLA) through its Boat Operations and Training (BOAT) Program will deliver one (2) of its five-day **BOAT OPERATOR'S SEARCH AND RESCUE (BOSAR) course to a total of 12 students in each class, at a cost of \$21,600 for each class** to the **Wilmette Fire Department and surrounding public safety agencies (WFD)** on or before December 31st, 2023. Total cost for the two courses is \$43,200.

Note: A purchase order is required 45 days in advance of class convening date, and payment is due no later than upon completion of the course. WFD will provide one vessel for every 4 students.

The cost will include all instructor compensation, travel, and lodging, as well as all course materials (student handbooks, instructional aids, etc.) and the administration costs associated with the logistical preparation and coordination, registry of students, assignment of instructors, issuance of certificates, national database entry and maintenance, collection of evaluations, and after action reporting to the NASBLA National BOAT Program Director and USCG Office of Boat Forces.

This USCG and FEMA recognized curriculum (NTED Course Number DHS-127-RESP,) is a five day/35 hour course and will focus on the basic search and rescue elements in the following qualification areas, as listed in the U.S. Coast Guard's Boat Operations and Training Manual (Volume II), and meet the national standards of training, qualification, credentialing and typing established in the NASBLA Boat Operations and Training (BOAT) Manual (Volume III);

1. Crew Efficiency Factors, Risk Factors and Team Coordination
 - Crew Fatigue
 - Team Coordination Training (TCT)
2. Boat Characteristics and Stability
 - State Basic Construction and Design Features of the Boat
 - State the Characteristics of, and Set Watertight Integrity Aboard a Boat
 - Locate and State the Purpose of Deck Equipment and Fittings Onboard a Boat
 - Locate Installed Engineering and Propulsion Equipment and Fittings Onboard a Boat
 - Locate Installed Electrical and Electronic Equipment and Fittings Onboard a Boat
 - Recognize Warning Signs of an Unstable Boat Before Boarding
3. Boat Handling
 - State the Forces that Affect Boat Handling
 - State the Basic Principles of Boat Handling Tie Various Knots, Hitches, and Bends
 - State the Operational Characteristics and Limitations of the Boat
4. Boat Piloting and Navigation
 - Identify Navigational Publications
 - Determine a Compass Course from a True Course
 - Pilot the Boat Using Dead Reckoning (DR) Techniques
 - Pilot a Boat Using "Seaman's Eye"
 - Operate the GPS/DGPS
 - Determine the location of a Boat Using GPS/DGPS
 - Pilot a Boat Using GPS/DGPS
 - Operate the Radar
 - Determine the Location of a Boat Using Radar Ranges and Bearings
 - Conn a Boat Using Radar
 - Operate Electronic Charting
 - Pilot a Boat Using all Electronic Equipment, a Navigation Kit, Charts, and Tables
 - Operate, Determine the Location of, and Pilot a Non-Standard Boat Using GPS/DGPS
 - Distance, Speed, and Time

Boat Operator Search and Rescue Course

Statement of Work



5. Search and Rescue

- Organization and Responsibility
- Legal Aspects and USCG Policy
- Plot the Following Search Patterns: Expanding Square (SS), Sector (VS)
- Plot the Following Search Patterns: Parallel (PS), Creeping Line (CS), Track Line Non- Return (TSN), and Track Line Return (TSR)
- Execute a Single Unit Expanding Square Search (SS) Pattern
- Execute a Single Unit Sector Search (VS) Pattern
- Execute a Single Unit Parallel Search (PS) Pattern
- Execute a Single Unit Creeping Line Search (CS) Pattern
- Execute a Single Unit Track Line Non-Return (TSN) Pattern
- Execute a Single Unit Track Line Return (TSR) Pattern
- Determine the Range and Bearing to Objects Using Radar
- *Use Radar to Obtain and Interpret Relative Bearings and Ranges to a Moving Target to Determine if Risk of Collision Exists

6. Rescue and Assistance

* Some tasks may not be accomplished due to availability of resources, platforms, equipment, personnel and/or weather restrictions.

- Recover a Person from the Water Using the Direct Pickup Method
- Recover a Life-Like Dummy (Oscar) in 2 to 4 FT seas
- Maneuver the Boat Alongside Another Boat, with No Way-On, and Transfer Personnel
- Maneuver the Boat Alongside Another Boat, with Way-On, and Transfer Personnel
- Maneuver the Boat Alongside a Ship and Transfer Personnel
- *Use a Portable Pump to Dewater a Sinking or Swamped Boat
- Maneuver the Boat Alongside or in Close Proximity of a Burning Boat to Transfer Personnel
- Demonstrate the Appropriate Responses to the Basic Engineering Casualty Control Exercises (BECCE)

Areas not covered in this course

Section D of the BOAT Manual (Rules of the Road) will not be covered, and depending on the vessels used by the trainees, some elements of Section E like Operation of the Radar (BOSAR-05-08 through BOSAR- 05-10,) Operate the Autopilot (BOSAR-05-14,) may not be covered.

Upon completion of the class, a certificate of completion for students successfully completing the course will be made available in the registration portal, and those students will be entered in the national database for search and rescue operators, accessible by the United States Coast Guard.

HOST AGENCY REQUIREMENTS:

1. Agency will provide a classroom in close proximity to the training/dock area with comfortable seating and tables for up to 40 adults, projector, projection screen, white/black board, presentation paper with easel.
2. Agency will also ensure that a vessel is provided for each four (4) students for each day of training.

Boat Operator Search and Rescue Course Statement of Work



3. Students shall bring proper cold/foul weather gear, Bump Helmets (for helo ops), and individual PFD's
4. Host Agency recognizes that a late cancellation of a class on their part may incur cancellation fees from airlines and hotels, and accepts responsibility for payment of those costs.
5. Host Agency also recognizes that the lead instructor delivering the class, or the BOAT Program Director, have the authority to cancel portions of the course delivery due to severe weather or other extenuating circumstances that could impact the safety of those participating.
6. By acceptance of this Statement of Work, organization and attendees of the course release, discharge and hold harmless NASBLA and its instructors from any and all liability. Equipment provided by the host agency is to be in safe and good working order and in a condition sufficient for the intended purpose. NASBLA does not accept any responsibility for malfunction or accident resulting in substandard equipment.

SUBMITTED BY: David M. Considine, Director NASBLA Boat Operations and Training (BOAT) Program

ACCEPTED THIS _____ DAY OF _____, BY:

Signature of Authorized Official

Title

Name (Printed)

Agency

Billing Address

City, State, Zip

Statement of Work Valid for 90 days from the date of submission.

EXHIBIT B

U.S. Department of Homeland Security

Notice of Award

EMW-2022-PU-00031

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Cliff Ruemmler
Wilmette, Village of
1200 Wilmette Avenue
Wilmette, IL 60091 - 2721

Re: Grant No.EMW-2022-PU-00031

Dear Cliff Ruemmler:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Port Security Grant Program has been approved in the amount of \$221,970.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.



CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

Agreement Articles

Thu Sep 01 00:00:00 GMT 2022



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Wilmette, Village of
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2022-PU-00031-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Certified training of 24 boat operators through the National Association of State Boating Law Administrators (NASBLA) is partially funded for \$221,970. Maintenance cost and the de minimus rate described in investment 1 are not approved for funding and may not be charged to this grant.

Article II - Funding Hold: Additional Information Required

FEMA has placed a funding hold on this award, and \$2,019.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following projects/investments.

Investment/project#1 - Certified NASBLA Trainings \$2,019.00 justification required.

To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the projects/investments listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification.

If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Preparedness Officer or Grants Management Specialist.

Article III - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$221,970 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment #1: Certified training of 24 boat operators through the National Association of State Boating Law Administrators (NASBLA): \$221,970

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2022 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer or Program Analyst to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of

multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America

preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXVII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVIII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written

approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLIX - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article L - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article LI - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR.

BUDGET COST CATEGORIES

Personnel	\$132,695.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$2,875.00
Contractual	\$86,400.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-PU-00031-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04585N2022T
6. RECIPIENT NAME AND ADDRESS Wilmette, Village of 1200 Wilmette Avenue Wilmette, IL, 60091 - 2721	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER David Grajewski	PHONE NO. 8472511101	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/02/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2022-FA-GC01-P410- 4101-D	\$0.00	\$221,970.00	\$221,970.00	See Totals
				\$0.00	\$221,970.00	\$221,970.00
						\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Cliff Ruemmler,	DATE Tue Sep 06 16:21:32 GMT 2022
18. FEMA SIGNATORY OFFICIAL (Name and Title)  CHRISTOPHER PATRICK LOGAN, GPD Assistant Administrator	DATE Fri Sep 02 15:08:03 GMT 2022

END OF DOCUMENT



Agenda Item Executive Summary

TITLE: Resolution No. R-87-2023: Waiving Competitive Bidding and Approving a Contract with the Progress Group, Inc. for Evaluation Services Related to Turbine #4 (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: September 19, 2023

CONSENT: No

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Staff is requesting approval to proceed with an internal inspection of Turbine #4. The turbine was taken out of service after it exhibited abnormal vibrations during operation. An internal inspection is required to develop a repair plan. Funding authorization in the amount of \$168,402 is being requested.

Abnormal and excessive amounts of vibration were noted during the last operation of Turbine #4. Steam Turbine #4 is a 1953 unit manufactured by Westinghouse with a rated output of 8,700 kW. Prior to the unit being shutdown, vibration analysis was performed on the turbine. The analysis points to the vibration originating from the outboard end of the turbine, potentially associated with a bearing failure. Measurements taken on the exterior of the generating unit also indicate that the rotor has shifted. To determine the cause of the vibration, the turbine needs to be disassembled for inspection.

Staff requested proposals to perform an "open and inspect" from two contractors that work on generating units. The Progress Group quoted \$168,402 for the inspection. This amount does not include the performance of any non-destructive evaluating (N.D.E) testing or the re-assembly of the turbine. The second contractor, Power Services Group, did not submit a quote. The Progress Group has previously performed a turbine overhaul for the Village and completed various smaller repairs on the generating units. The Progress Group recently provided a competitive quote for the seal repair on Unit #6. For these reasons, staff recommends proceeding with the Progress Group.

As part of the 2023 Electric Fund Budget, Turbine #4 was scheduled for an overhaul. While the unit is opened to determine the source of the abnormal vibration, the contractor will perform an internal inspection, check measurements and alignment points and look for worn and/or deteriorated parts. During a typical overhaul project, the diaphragms are removed and sent offsite to be media blasted and non-destructively examined. The rotor is also removed and transported offsite for non-destructive examination. At this time, staff is requesting authorization to proceed with the internal inspection to facilitate the development of a repair and overhaul plan. At a future Village Council Meeting, staff will present a cost estimate after the inspection has been completed. In conjunction with the cost estimate

for Turbine #4, staff will be also be reporting on the estimated cost to address tube leaks in Boiler #4. The steam output capacity of Boiler #4 is essentially equivalent to the steam requirements for Turbine #4. As such, a comprehensive overview of the repairs required for continued operation of both the boiler and turbine is planned.

Until such time that Unit #4 is repaired and returned to service, the Village will incur a reduction in monthly capacity credits from the Illinois Municipal Agency (IMEA). In accordance with the Village's contract with IMEA, the unit earns \$417,600 of capacity credits on an annual basis.

The 2023 Electric Fund Budget contains \$764,000 (account #500.41.28-625) for the inspection and overhaul of Unit #4 turbine.

RECOMMENDATION:

Consider adoption of Resolution No. R-87-2023; waiving competitive bidding and approving a contract with the Progress Group, Inc for the evaluation of Turbine #4 in an amount not to exceed \$168,402.

ATTACHMENTS:

1. Resolution No. R-87-2023: Waiving Competitive Bidding and a Approving Contract with the Progress Group, Inc for Evaluation Services - Turbine #4

RESOLUTION NO. R-87-2023

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A
CONTRACT WITH THE PROGRESS GROUP, INC. FOR EVALUATION SERVICES
RELATED TO TURBINE #4**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("***Village***") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, generator turbine #4 at the Village's Water and Electric Plant ("***Turbine #4***") was taken out of service after it exhibited abnormal vibrations during operation; and

WHEREAS, in order to repair Turbine #4, an internal inspection is required to develop a repair plan ("***Evaluation Services***"); and

WHEREAS, Village staff contacted two companies that have performed work on turbines at the Water and Electric Plant and received one quote for the Evaluation Services from The Progress Group, Inc. ("***Contractor***"); and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Evaluation Services pursuant to Chapter 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into a contract with Contractor for Contractor to provide the Evaluation Services in an amount not to exceed \$168,402.00 ("***Contract***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Evaluation Services; and (ii) enter into a Contract with Contractor for Contractor to provide the Evaluation Services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Evaluation Services.

SECTION 3: APPROVAL OF CONTRACT. The Village Council approves a Contract with Contractor for Evaluation Services in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest,

respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void..

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 19th day of September 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
CONTRACT FOR
EVALUATION OF GENERATOR NO. 4

Full Name of Contractor: THE PROGRESS GROUP, INC. ("**Contractor**")

Principal Office Address: 918 Kennedy Avenue, Schererville, IN 46375

Contact Person: Mr. Bryan Klassen Telephone Number: (219) 322-3700

TO: Village of Winnetka ("**Village**")
510 Green Bay Road
Winnetka, Illinois 60093
Attention:

1. **Work**

A. **Contract and Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials, and Supplies.**

Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

The disassembly of the outboard generator end, removal of damaged seal, reverse engineering, manufacture of a new seal and re-assembly of Generator No. 6 located at the Village of Winnetka Electric Power Plant ("**Work Site**"), all as more fully detailed in the proposal attached hereto and incorporated herein as **Exhibit A**.

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

4. **Taxes.** Pay all applicable federal, state, and local taxes;

5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of

recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the Proposal in Exhibit A.

C. **Responsibility for Damage or Loss.** Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. **Inspection/Testing/Rejection.** Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. **Contract Price**

The Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE:

\$168,402.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Work is completed.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than December 31, 2023 ("**Time of Performance**"). The Village may modify the Time of

Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the

warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract; any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

6. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Remedies. Each of the rights and remedies reserved to the Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

D. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

G. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of the Village.

H. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage

Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

J. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

K. Third Party Beneficiaries. No claim as a third party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the Village.

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract shall control.

DATED this _____ day of _____, 2023.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

THE PROGRESS GROUP, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

PROPOSAL

Scope of work is as follows:

- Provide engineering, labor, machinery, material, tools and supplies to open and inspect steam turbine #4.
- Mobilization and demobilization of crew, tools, and equipment.
- Open and inspect bearing.
- Remove cover.
- Check thrust.
- Perform visual inspection of rotor and diaphragms.
- Prepare a report of findings and estimated cost to repair for Village's review prior to authorization of N.D.E..

Clarification and Exceptions:

- Note Additional repairs may be required following N.D.E.
- Village to provide reasonably free and unobstructed access to all work areas.
- Proposal is based on the work being performed, Monday through Friday schedule 7:00 a.m. - 3:30 p.m., weekends and holidays are excluded.



Agenda Item Executive Summary

TITLE: Resolution No. R-90-2023: Approving an Agreement with Teska Associates, Inc., for Professional Services to Prepare a Concept Streetscape Design Plan for the Hubbard Woods Business District Streetscape (Adoption)

PRESENTER: David Schoon

AGENDA DATE: September 19, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On Tuesday, September 19, 2023, the Village Council is scheduled to consider Resolution No. R-90-2023, Approving an Agreement with Teska Associates, Inc., for Professional Services to Prepare a Concept Streetscape Design Plan for the Hubbard Woods Business District Streetscape. (**Attachment A**). The Resolution would authorize the spending of \$58,285 for professional services, in partnership with the Village of Glencoe ("Glencoe") to prepare a streetscape concept plan for the Hubbard Woods Business District. We will take the lead and be responsible for the management of the project, and Glencoe will reimburse us for their portion of the work (See "Alternate Project Area" in image below). Glencoe's portion of the work will cost \$7,005.



COMPREHENSIVE PLAN, DOWNTOWN MASTER PLAN, AND DOWNTOWN MASTER STREETSCAPE AND SIGNAGE PLAN

The recently adopted Winnetka Futures 2040 Plan, the Comprehensive Plan for the Village, contains the following vision statement regarding Vibrant Business Districts and includes the following related streetscape goals and initiative to achieve that vision:

Vision Statement: A community with a strong commitment to supporting and enhancing its unique, walkable, mixed-use business districts, which serve both as the community's commercial and social centers.

Goal 2.5: The Village will partner with others to provide public infrastructure to support vibrant business districts.

Initiative 2.5.1: Continue the Village's streetscape improvement efforts that are occurring in the Elm Street Business District by implementing similar, but district-appropriate, improvements in the Hubbard Woods and Indian Hill business districts and along the Green Bay Road corridor.

The goals and initiatives in the Comprehensive Plan further the goals and initiatives identified in the Downtown Master Plan, which was adopted in November 2016. Also, the Downtown Master Streetscape and Signage Plan that was adopted and has been implemented for the Elm Street Business District streetscape improvements will provide elements and concepts on which the Hubbard Woods Business District streetscape improvements can be based. The development and adoption of the Comprehensive Plan, the Downtown Master Plan, and the Downtown Master Streetscape and Signage Plan have all included participation of community members.

HUBBARD WOODS BUSINESS DISTRICT STREETSCAPE DESIGN SERVICES SCOPE OF WORK

Teska will provide the Village with professional design services for the preparation of a Hubbard Woods Business District streetscape concept plan. The proposed scope of work identifies how the community and Village Council will be involved in the process, which is summarized as follows:

- Three public events that include both an in-person open house and an "on-line open house";
- Two touch point meetings with Village Council, including presentation of recommended streetscape plan;
- Public input through project website; and
- Coordination with the Village of Glencoe for potential enhancements to Green Bay Road north of Scott Street.

Given the bulk of the Hubbard Woods Business District streetscape improvements would occur on Green Bay Road, which is currently a state highway, the scope of work also includes a couple of meetings with the Illinois Department of Transportation to discuss proposed streetscape design concepts. These meetings will include discussion of a potential jurisdictional transfer of the portion of Green Bay Road that runs through the business district.

Staff solicited the proposal from Teska given the firm's streetscape work within the community, which has included:

- Development and implementation of the East Elm Business District streetscape improvements;

- Current work developing streetscape concepts for Green Bay Road between Winnetka Avenue and Kenilworth Avenue (the Indian Hill Business District streetscape concept design project), which is a joint project with the Village of Kenilworth; and
- Development and implementation of streetscape and site improvements for the 93 Green Bay Road project in the Indian Hill Business District.

BUDGET CONSIDERTIONS

The total cost for the professional services agreement with Teska for Hubbard Woods Business District design services would be \$58,285, of which Glenoce will contribute \$7,005. Given the amount is over \$25,000, the Village Council must approve the authorization to spend these funds.

This project was budgeted in the 2023 Business District Revitalization Fund. Account 420.15.01-620 includes \$150,000 for the Hubbard Woods Streetscape Concept Design and Phase 1 Environmental Assessment. The Phase 1 Environmental Assessment would occur in the future, no earlier than next year. It should be noted that the Council recently authorized the use of \$32,760 of this \$150,000 budgeted amount to be used for the Village's portion of the Green Bay Road streetscape concept design project through the Indian Hill Business District.

RECOMMENDATION:

The Council is scheduled to consider Resolution No. R-90-2023, Approving an Agreement with Teska Associates, Inc., for Professional Services to Prepare a Concept Streetscape Design Plan for the Hubbard Woods Business District Streetscape.

ATTACHMENTS:

1. Resolution No. R-90-2023: Approving an Agreement with Teska Associates, Inc. for Professional Services - Hubbard Woods Business District Streetscape

RESOLUTION NO. R-90-2023

**A RESOLUTION APPROVING AN AGREEMENT WITH
TESKA ASSOCIATES, INC.,
FOR PROFESSIONAL SERVICES TO PREPARE A CONCEPT STREETSCAPE
DESIGN PLAN FOR THE HUBBARD WOODS BUSINESS DISTRICT STREETSCAPE**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("**Village**") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village retained Teska Associates, Inc. ("**Consultant**") to develop a master plan for downtown Winnetka ("**Downtown Master Plan**"); and

WHEREAS, the Winnetka Futures 2040 Plan, the Comprehensive Plan for the Village, and the Downtown Master Plan recommend that the Village develop a streetscape enhancement plan for the Hubbard Woods Business District (collectively, the "**Implementation Tasks**"); and

WHEREAS, the Village desires to obtain professional consulting services to complete the Implementation Tasks ("**Services**"); and

WHEREAS, Consultant submitted a proposal to the Village to perform the Services in an amount not to exceed \$58,285.00; and

WHEREAS, the Services include developing a concept streetscape design for the portion of the Hubbard Woods Business District that lies within the Village of Glencoe ("**Glencoe**"); and

WHEREAS, Glencoe desires to reimburse the Village for the portion of the Services that lies within Glencoe in an amount of \$7,005.00; and

WHEREAS, the Village has determined that Consultant's proposal to perform the Services meets the needs of the Village; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$58,285.00 ("**Agreement**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Consultant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 19th day of September, 2023, pursuant to the following roll call vote:

AYES:	_____
NAYS:	_____
ABSENT:	_____
ABSTAIN:	_____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of September, 2023, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform all necessary professional consulting services to for work in connection with the project identified below:

Consultant Name ("Consultant"):	Teska Associates, Inc.
Address:	627 Grove Street Evanston, IL 60201
Telephone No.:	847.869.2015, ext. 200
Email:	jmariano@TeskaAssociates.com
Project Name/Description:	Hubbard Woods Streetscape Concept Plan
Agreement Amount:	\$58,285.00

B. Project Description. The Consultant shall provide the Village with professional services for the preparation of a Hubbard Woods Streetscape Concept Plan, including: (i) community outreach activities; (ii) development of a Hubbard Woods Streetscape Concept Plan; (iii) coordination with Village staff, Illinois Department of Transportation (IDOT), and presentations to the Council; and (iv) an optional task that would include coordination with the Village of Glencoe for potential enhancements to Green Bay Road north of Scott Street, all as more thoroughly described and provided in Consultant's Proposal attached as **Exhibit A ("**Proposal**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal and in this Agreement ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services on or before May 2023, pursuant to the schedule included in the Proposal ("**Time of Performance**"). The Village and the Consultant may modify the Time of Performance by mutual agreement. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

D. Reporting. The Consultant shall regularly report to the Village Manager, or the Manager's designee, regarding the progress of the Services during the term of this Agreement and as otherwise specifically provided in the Proposal.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount provided in the Proposal. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such

termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization except as provided in the Proposal. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written

consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be found to have arisen, out of or in connection with the Consultant's negligent performance of, or negligent failure to perform, the Services or any part thereof, or any negligent failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and

Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative

action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

L. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Attention: Village Manager

With a copy to:

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman, Village Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Jodi Mariano, PLA, ASLA
Teska Associates, Inc.
627 Grove Street
Evanston, Illinois 60601

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibit. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between Exhibit A and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of September, 2023.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

TESKA ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL



Proposal

To: David Schoon, Director of Community Development, dschoon@winnetka.org

From: Jodi Mariano, Principal, jmariano@teskaassociates.com

Date: September 5, 2023

RE: Hubbard Woods Streetscape Concept Plan

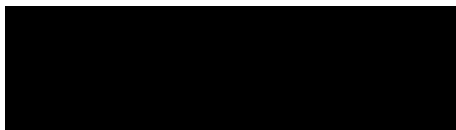
Teska is pleased to continue to assist the Village of Winnetka with implementation of the Village's streetscape efforts.

As requested, the following scope of services addresses preparation of a Hubbard Woods Streetscape Concept Plan. The scope includes community outreach activities, development of a Hubbard Woods Streetscape Concept Plan, coordination with staff, IDOT, and presentations to the Council. An optional task includes coordination with the Village of Glencoe for potential enhancements to Green Bay Road north of Scott Street.

The final deliverable would be a concept level drawing package, supported by illustrations, exhibits and concept level cost estimates.

Many thanks for the opportunity to continue our work together on Winnetka's Streetscape Enhancements.

Please let me know if there are any questions or clarifications we can address and we look forward to hearing from you soon.



Jodi Mariano
Principal, Teska Associates
JMariano@TeskaAssociates.com
847 275 4106

STUDY AREA

The project area includes the following: Green Bay Road, bounded by Scott Ave (north), Tower Rd (south), Tower Ct (east), alleyway (west side of businesses); and the commercial street segments of Gage and Merrill Streets. Green Bay Road and portions of Tower Road are controlled by the Illinois Department of Transportation (IDOT). All other streets are locally controlled by Winnetka. Coordination with the Village of Glencoe is included for the northeast corner of Green Bay Road and Scott Avenue.

An alternate project scope area includes the areas along Green Bay Road between Scott Avenue and the north boundary of the commercial center including Binny's and JC Licht. This alternate area is located within the Village of Glencoe and would include coordination with Glencoe staff.



SCOPE OF SERVICES

1. **Base plan development.** Based on plan materials and data provided by staff, Teska will develop a base plan upon which to develop concepts. The base plan will be developed in AutoCAD format. Teska will make a field visit to verify and photo-document existing site conditions. Field measurements will be incorporated into the base plan as appropriate.
2. **Kickoff meeting with staff and walking tour.** Teska will participate in a kickoff meeting with staff and invited guests. The purpose of the meeting is to review the project scope, any relevant past planning efforts, public outreach tasks and schedule. Following the meeting, we will conduct a walking tour to review the project study area in further detail and to discuss staff issues and opportunities.
3. **Streetscape project webpage.** Teska will provide graphics and narrative text for inclusion as a webpage on the Village's website. The website may serve as a location to post project materials and obtain inputs for the project.
4. **Community Event #1 (Six Weeks), Virtual Open House Engagement Period: Issues and Opportunities.** Teska will prepare a web-based virtual event, including a project narrative and

questionnaire for distribution to the community. The purpose of this event is to provide a welcoming introduction to the community about the streetscape planning efforts and to understand issues and opportunities within the study area. The questionnaire may include graphics and photographs to help clarify questions. Teska will assist with distribution of the virtual event, including preparation of posters, narratives, and graphics to be incorporated into the Village's communications, including newsletters, social media posts and printed formats. We would encourage posters to be posted at high visibility locations, such as storefronts, Metra Station, Green Bay Trail and Hubbard Woods Park. The Virtual Open House Event should remain open for at least 6 weeks. Upon closure of the event, Teska will close the event, collect all responses, and prepare a user-friendly report that summarizes the feedback received.

5. ***Preliminary Streetscape Concept Plan + Alternatives.*** Based on direction from the kickoff meeting, Virtual Open House, and past planning efforts, Teska will prepare a Preliminary Streetscape Concept Plan and Alternatives. The plan will be produced in AutoCAD format and enhanced in Adobe products. The Concept Plan would include plans, typical sections, comparable imagery, materials, products and plantings. The Concept Plan will address on-street parking, existing trees, outdoor seating and dining, lighting, hardscape treatments, site furnishings, plantings, and wayfinding signage. Alternative options will be provided. Coordination with staff is included. Design materials will be reviewed with staff prior to presenting to the public and make revisions if needed.
6. ***Community Event #2: Public Open House / Visual Preference Survey.*** The Preliminary Streetscape Concept Plan + Alternatives will be presented at a Public Open House. The Open House will be conducted as an in-person event. Engaging input activities will be included to invite feedback from the community about the concepts. The input activities will mirror an online Visual Preference Survey that will be open to gather feedback from community members who might not be present at the meeting. Following the meeting, all inputs will be documented and summarized for distribution back to the community.
7. ***IDOT Meeting #1.*** Meet with IDOT representatives via teleconference to discuss the project and potential improvements to Green Bay Road. Obtain input to guide development of the concept plans.
8. ***Village Council Presentation #1.*** Based on inputs gathered from the tasks above, make a presentation to the Village Council. The presentation would review the Concept Plans and a summary of public inputs. Teska would make a slide show type presentation and would answer questions as needed. The goal of this meeting would be to receive feedback from the Council towards finalizing the Concept Plan.
9. ***Final Streetscape Master Plan + Costs.*** Based on direction from Staff and Council, prepare the Draft Final Streetscape Plan. The Plan would be supported by construction cost estimates and recommended phasing plan. Coordination with staff is included. Review design materials with staff prior to presenting to IDOT and the Public Open House. Make revisions if needed towards development of the Final Streetscape Master Plan.
10. ***IDOT Meeting #2.*** Meet with IDOT to review proposed improvements as they relate to IDOT public rights of way. Throughout the streetscape design efforts, current IDOT standards and guidelines will

be considered. Discuss concept plans and receive input from IDOT. Special focus will be on permit review procedures and design feedback.

11. **Community Event #3: Public Open House + Online Public Engagement.** The Draft Final Streetscape Plan will be presented at a Public Open House. The Open House will be conducted as an in-person event. Engaging input activities will be included to invite feedback from the community about the final concept. Printed and online exhibits will include maps, graphics and narratives depicting the Streetscape Master Plan. Participants will be invited to provide feedback about the materials. Teska staff will be present to address questions and provide clarifications. Following the meeting, all inputs will be documented and summarized for distribution back to the community.
12. **Village Council Presentation #2.** Make a presentation to the Village Council to report back the work conducted to date and Final Streetscape Plan. Teska would make a slide show type presentation and would answer questions as needed. The goal of this meeting would be to receive feedback from the Council towards adopting the Concept Plan.
13. **Final Deliverable: Technical Memo.** Upon approval of the Master Plan, Teska will prepare a technical memo that documents the final plan, including streetscape drawings, supporting documentation and narrative describing the planning process. The memo will be provided in PDF format.
14. **Staff Meetings.** Attend (3) Meetings with Winnetka Staff. Attend (1) Meeting with Glencoe Staff. Attend (18) biweekly Meetings with Winnetka Staff.

ANTICIPATED TIMELINE

2023	September	Project Kickoff
	October	Base Plan Development / Project Webpage Development Prepare for Community Event #1
	November	Community Event #1
	December	Preliminary Streetscape Plan / Prepare for Community Event #2
2024	January	Community Event #2
	February	IDOT Meeting #1 Village Council Presentation #1
	March	Final Streetscape Plan / Prepare for Community Event #3
	April	Community Event #3 IDOT Meeting #2
	May	Village Council Presentation Final Deliverable: Technical Memo

ALTERNATE PROJECT SCOPE:

COORDINATION WITH GLENCOE FOR AREAS ALONG GREEN BAY ROAD, NORTH OF SCOTT STREET.

The following additional services are available to address the areas along Green Bay Road, north of Scott Street. The scope below anticipates the alternate project scope would be conducted at the same time as the base scope.

1. Expand the base mapping area to include the areas along Green Bay Road between Scott Avenue and the north boundary of the commercial center including Binny's and JC Licht. This alternate area is located within the Village of Glencoe.
2. Expand the concept development and cost analysis to Include the additional study area.
3. Attend (2) additional meetings with Glencoe Staff
4. Make (1) Presentation to Glencoe Village Board

END OF SCOPE

Additional services available separately:

1. Construction documentation, including bid documents and technical specifications. Fees TBD
2. Additional meetings beyond those described above. Fees per meeting: \$1,000 per meeting (not including additional exhibit preparation)
3. 3D photovisualization. Fee range per photovisualization: \$3,500 – \$5,000 per rendering

Upon conclusion of the concept design plans, Teska will provide the Village a cost estimate for fees to assist with final drawings and contract documents, to be performed with an engineering partner.

PROJECT FEES

BASE STREETSCAPE SCOPE	DESIGN SERVICES	\$25,510
	MEETINGS + OUTREACH	\$25,470
	REIMBURSABLES	\$ 300
	TOTAL	\$51,280

ALTERNATIVE SCOPE	DESIGN SERVICES	\$ 4,415
	MEETINGS + OUTREACH	\$ 2,490
	REIMBURSABLES	\$ 100
	TOTAL	\$ 7,005

TOTAL BASE + ALTERNATIVE SCOPES	TOTAL	\$58,285
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TESKA 2023 HOURLY RATES

Jodi Mariano, Principal / Project Manager	\$170/hr
Senior Associate Landscape Architect	\$135/hr
Designer	\$110/hr