



Village of Winnetka

Village Council Regular Meeting

October 17, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. November 3, 2023 Budget Review Meeting
 - b. November 7, 2023 Regular Meeting
 - c. November 14, 2023 Study Session
 - d. November 21, 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 12, 2023 Study Session
 - ii. September 19, 2023 Regular Meeting
 - b. Approval of Warrant List Dated August 31, 2023 - September 14, 2023
 - c. Approval of Warrant List Dated September 15, 2023 - September 29, 2023
 - d. Resolution No. R-93-2023: Approving the Award of a Contract with Golgroup Excavating, Inc. for the Demolition of Residential Structures at 1205 Sunset Road (Adoption)
 - e. Resolution No. R-94-2023: Approving an Amending to the Agreement with Safebuilt Illinois, Inc. for Inspection & Plan Services (Adoption)
8. **Ordinances and Resolutions**
 - a. Resolution No. R-95-2023: Approving a Dispatch Services Agreement with the Village of Glenview (Adoption)

NOTICE

All agenda materials are available at 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
STUDY SESSION
September 12, 2023**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, September 12, 2023, at 7:00 PM.

- 1) Call to Order. President Chris Rintz called the meeting to order at 7:01 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Courtney Willits, Village Attorney Peter Friedman, Community Development Director David Schoon, Engineering Director Jim Bernahl, and 24 persons in the audience.
- 2) Public Comment.
 - a) Ted Wynnychenko addresses Council regarding the Bertling-Hill-Woodland Pathway Vacation.
 - b) Ron White addresses steep slope matters regarding Lake Michigan and erosion.
- 3) Lakefront Regulations Discussion Regarding Construction in the Bluff Steep Slope Area Along Lake Michigan.

President Rintz informs members of the public that the purpose of the study session is to discuss matters relating to lakefront regulations and there will not be any adoption of rules and/or regulations.

Community Development Director states that staff and the Village's Coastal Engineer will review bluffs and the lake ecosystem, neighboring steep slope regulations, existing development on steep slopes, and current regulations.

Caleb Barth, Associate Principal of Baird & Associates, provides information regarding the role of bluffs along the lakefront ecosystem; accretion, regional coastal geomorphic areas, erosion, and development, the bluff ecosystem; what the ecosystem consists of, habitat, human-induced disturbances, and the impacts from development on erosion and the lake.

In addition, Mr. Barth compares steep slope regulations in the Villages of Glencoe and Kenilworth, and how those regulations may apply to Winnetka. Council is informed of the various ways in which key steep slope regulation definitions are defined and implemented in neighboring municipalities and the permitted development in the steep slope zones.

Council addresses Mr. Barth regarding steep slope, the purpose of regulation along the lakefront, and Baird & Associates involvement with various municipalities.

Community Development Director David Schoon informs Council of existing development on private owned land along the lakefront, existing conditions on the steep slopes, existing features and structures such as pools, boat houses, gazebos, etc., and the estimated amount of impermeable surface on the steep slope portions of residential lots.

In addition, David Schoon provides information regarding lakefront zoning; permitted uses related to residential properties and special uses related to various institutions, zoning lots, front yard and setback, and permitted features and structures.

Engineering Director Jim Bernahl provides information regarding the Engineering regulations permitting process and its code provisions, regulations, and requirements, topographic requirements, floodplain requirements, bluff requirements, permitting partnership with the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the U.S. Army Corps of Engineers, and the Metropolitan Water Reclamation District, and water quality.

Public Comment.

John Root addresses Council regarding steep slope mapping.

John Edwardson addresses Council regarding his opposition for the need of implementing regulations along the lakefront.

Lean Pulp requests that Council indicate their purpose for implementing steep slope regulations.

Hale Frank seeks clarification regarding provisions not covered by Village regulations.

Susie Schreiber addresses Council regarding the design minimum factors of safety for coastal slopes of the Great Lakes.

Erik Folk addresses Council regarding bluff studies, mapping, and bluff construction and development.

Ted Wynnychenko addresses Council regarding lakefront matters pertaining to public and private land and Village related regulations.

Bill Jackson addresses Council regarding the bluff and landscaping maintenance.

Jenna Radney addresses Council regarding property value.

Council discusses matters related to improving and implementing lakefront regulations, impacts to lakefront homeowners, significance of shoreline protection and maintenance, development, zoning concerns, environmental preservation, and permitting processes.

President Rintz addresses implementation of zoning regulations on new construction versus existing lakefront properties.

Council further discusses the impacts of the removal of bluff, restoration, increased lakefront value while implementing regulations,

Council unanimously concludes that further study and discussion will be vital to the decision making process regarding the implementation of lakefront regulations.

- 4) Adjournment. Trustee Apatoff, seconded by Trustee Dalman moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 10:11 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
September 19, 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 19, 2023, at 7:00 PM.

- 1) Call to Order. President Pro-Tem Bob Dearborn called the meeting to order at 7:01 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: President Rintz. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Community Development Director David Schoon, Water & Electric Director Brian Keys, and approximately 6 persons in the audience.
- 2) Pledge of Allegiance. President Pro-Tem Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) October 3, 2023 Regular Meeting All of the Council members present said they expect to attend.
 - b) October 10, 2023 Study Session All of the Council members present said they expect to attend.
 - c) October 17, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Monica Koziel addresses the Council regarding safety and security.
- 5) Reports:
 - a) Trustees.

Trustee Handler thanked Village staff for all their hard work on the lakefront regulations study session and asked Village Manager Bahan to provide a summary of next steps as a follow up to the September 12th lakefront regulations study session. Village Manager Bahan reviewed the zoning and permitting considerations and noted the next Council lakefront regulations discussion is tentatively planned for the November 14th study session.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda.

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

7) Approval of the 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 in the amount of \$877,644.47.
 - b) 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)
 - c) 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)
- Trustee Apatoff seconded by Trustee Albinson, 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.

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)

Water & Electric Director Brian Keys indicates that staff is requesting approval to proceed with an internal inspection of turbine #4 to develop a repair plan as. This contract is necessary to determine the extent and cost of the repairs. Turbine #4 is out of service, and as a result the Village is losing IMEA capacity credits of \$34,800 per month.

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

Trustee Albinson, seconded by Trustee Handler moved to adopt Resolution No. R-87-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- b) Resolution No. R-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)

Community Development Director David Schoon noted that the Hubbard Woods business district streetscape concept design plan will align with the vision in the recently adopted Comprehensive Plan and the Downtown Master Plan.

Council discusses the scope of the work, including the design services and the public engagement process. Village Manager Bahan confirms the efficiency of utilizing Teska Associates based on their involvement with previous Streetscape projects in the Village, and their work with the Village of Glencoe. Additionally, a concept plan is necessary to start the discussion with IDOT about a possible jurisdictional transfer of Green Bay Road in Hubbard Woods.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Resolution No. R-90- 2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- 9) Old Business. None.
- 10) New Business. None.
- 11) Appointments: None
- 12) Closed Session: None.
- 13) Adjournment. President Pro-Tem Dearborn asks for call to adjourn. Trustee Orsic, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:32 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated August 31, 2023 - September 14, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: October 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated August 31, 2023 - September 14, 2023

RECOMMENDATION:

Consider Approving the Warrant List Dated August 31, 2023 - September 14, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated September 15, 2023 - September 29, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: October 17, 2023

CONSENT: Yes

ITEM TYPE: Approval of Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated September 15, 2023 - September 29, 2023.

RECOMMENDATION:

Consider Approving the Warrant List Dated September 15, 2023 - September 29, 2023.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-93-2023: Approving the Award of a Contract with Golgroup Excavating, Inc. for the Demolition of Residential Structures at 1205 Sunset Road (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: October 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

- October 6, 2022: Approval of Resolution No. R-105-2022; approving an intergovernmental agreement with MWRD for the acquisition, conversion, and maintenance of a flood prone parcel for a grant amount of \$900,000.
- November 15, 2022: Approval of Resolution No. R-69-2022; authorizing the Village to purchase and lease back the home located at 1205 Sunset.
- FY 2023 Budget, Account No. 580.75.01-567 has \$175,000 for miscellaneous storm improvements.

EXECUTIVE SUMMARY:

As part of the Crow Island Stormwater Project, a large box culvert is being installed between Crow Island and the Cook County Forest Preserve, along Sunset Road. There is one property, 1205 Sunset, that would be most affected by this construction. The property is at the end of Sunset Rd, abutting the park. In March of 2021, the Village submitted a grant application to the Flood Prone Property Acquisition Program, and were chosen for the program. The sale price for the property was \$1,295,000. The MWRD Property Acquisition Program issued a grant to the Village for a reimbursement of \$900,000 on the purchase price, meaning the Village portion would be \$395,000.

On October 6, 2022, the Village Council approved Resolution No. R-105-2022; approving an intergovernmental agreement with MWRD for the acquisition, conversion, and maintenance of a flood prone parcel for a grant amount of \$900,000. On November 15, 2022, we approved Resolution No. R-69-2022; authorizing the Village to purchase and lease back the home located at 1205 Sunset.

The acquisition of this lot minimized construction disruptions for the residents of Sunset, and provided a better final design. There were also cost savings from changes in the design made possible by the property acquisition.

As part of the purchase of this property, the Engineering Department sought proposals from qualified firms for the demolition and site stabilization of this property. In addition to the demolition of the

structure, the Forestry Department will clear only the necessary vegetation around the home to allow for the demolition work to take place.

The Engineering Department reached out to multiple firms and received three bids to perform the requested work. The proposed work includes the installation of a 6-foot tall chain link fence to protect the site, installation of soil erosion fencing, required watering activities during demolition activities, demolition of the main structure including the removal of the existing foundation three feet below grade, breaking up of the basement floor to allow for drainage, placement of clean clay backfill material in the remaining basement.

The following is a list of bids received for this demolition work:

1. Golgroup Excavating, Inc. - \$30,000
2. Buildmax Company, Inc. - \$36,000
3. Pappas Company Developers, LLC. - \$40,000

All of the demolition firms listed above are currently or have previously done demolition work within the Village for various residential projects.

The approved FY2023 budget, in the Storm Water Fund, under the Operations and Maintenance Account, 580.75.01-567, the Village has allocated \$175,000 for Miscellaneous Stormwater Improvements. The Village has not utilized these funds for a specified project, the Engineering Department is proposing to use \$30,000 from this account to pay for the demolition of the structure.

Based on the responses received, the Engineering Department is recommending the Village Council approve Resolution No. R-93-2023; awarding a contract to Golgroup Excavating, Inc. out of Elk Grove Village, for the demolition of the residential structures at 1205 Sunset Road for a price not to exceed \$30,000.

RECOMMENDATION:

Consider adopting Resolution No. R-93-2023; approving a contract with Golgroup Excavating, Inc. out of Elk Grove Village, Illinois for the demolition of the residential structures at 1205 Sunset Road for a price not to exceed \$30,000.

ATTACHMENTS:

1. Resolution No. R-93-2023: Approving the Award of a Contract with Golgroup Excavating, Inc. for the Demolition of Residential Structures at 1205 Sunset

RESOLUTION NO. R-93-2023

**A RESOLUTION APPROVING THE AWARD OF A CONTRACT
WITH GOLGROUP EXCAVATING, INC. FOR THE
DEMOLITION OF RESIDENTIAL STRUCTURES AT 1205 SUNSET ROAD**

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 solicited bids seeking qualified firms to perform demolition and site stabilization work at 1205 Sunset Road ("***Work***"), which Work includes the installation of a chain link fence to protect the site, installation of soil erosion fencing, required watering activities during demolition, demolition of the main structure including the removal of existing foundation three feet below grade, breaking up of the basement floor to allow for draining, and placement of a clean clay backfill material in the remaining basement; and

WHEREAS, the Village received three bids ("***Bids***") from contractors to perform the Work; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Golgroup Excavating, Inc. of Elk Grove Village, Illinois ("***Contractor***") is the lowest responsible and responsive bidder for the procurement of the Work; and

WHEREAS, the Village desires to enter into a contract with Contractor for the performance of the Work in an amount not to exceed \$30,000.00 ("***Contract***"); and

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

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 CONTRACT. The Village Council hereby approves the Contract 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 CONTRACT. 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 Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60

days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract 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 17th day of October, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

Golgroup Excavating, LLC
660 Fargo Ave
Elk Grove Village, IL 60007
Email: rechultruckinginc@yahoo.com
Damian (630)677-5517
Fax: (847)278-1030

9/26/2023

Contract for:
Village of Winnetka

Work Performed at: 1205 Sunset Road, Winnetka, IL 60093

Golgroup Excavating, LLC is proposing to complete all labor necessary to complete the following work.

DEMOLITION:

Demolish and remove existing structure including foundation, driveway, and all concrete.	20,000.00
Provide all perimeter fencing (6-foot-tall chain link fence on drive posts) and erosion protection.	4,400.00
Provide watering operations during demolition work.	
Puncture holes through any basement flooring and fill with approved clean clay material.	
Level the site to match existing grade (final restoration to be performed by Village).	
Obtain Asbestos Report.	600.00

BACKFILLING:

5,000.00

EXTERIOR CLEAN-UP:

Provide exterior cleaning as necessary to maintain a safe environment.

Golgroup Excavating, LLC proposes hereby to complete the above specification for the sum of: \$30,000.00

Signature: _____

Date: _____

Signature: _____

Date: _____

VILLAGE OF WINNETKA

CONTRACT FOR

Demolition of Residential Structure at 1205 Sunset Road, Winnetka, IL 60093

Full Name of Bidder _____ Golgroup Excavating, LLC. _____ ("Bidder")
Principal Office Address _____ 660 Fargo Avenue, Elk Grove Village, IL 60007 _____
Local Office Address _____
Contact Person _____ Damian Rechul _____ Telephone Number _____ 1-630-677-5517 _____

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, Illinois 60093
Attention: James J. Bernahl

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. (None), which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder 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 and Owner's written notification of acceptance in the form included in this bound set of documents, 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/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **demolition and removal of residential home, and site restoration of construction site** at the **1205 Sunset Road, Winnetka, IL 60093** (the "Work Site");
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 specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, 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. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **[following specifications:] [the specifications attached hereto and by this reference made a part of this Contract.]** No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner 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 Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder'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 Bidder 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 Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder 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 (\$30,000) (See attached proposal)**

DEMOLITION:

1. Demolish and remove existing structure including foundation, driveway, and all concrete. \$20,000.
2. Provide all perimeter fencing (6-foot-tall chain link fence on drive posts) and erosion protection. \$4,400.
3. Provide watering operations during demolition work. Puncture holes through any basement flooring and fill with approved clean clay material. Level the site to match existing grade (final restoration to be performed by Village). Obtain Asbestos Report. \$600.

BACKFILLING:

1. Lump sum. \$5,000.

TOTAL CONTRACT PRICE (in numbers):

\$ 30,000

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. Owner 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 made in accordance with the following schedule:

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder'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

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work:

1. Demolition of Residential Structure within (10) working days upon receipt of Cook County Demolition permit and final disconnection of all required utilities to structure.

2. All demolition work and restoration work shall be completed within (14) calendar days from the time of commencement.

within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than as outlined above.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates **[and policies]** of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage 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 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial 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. Commercial 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 Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder'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 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) 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 Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **one** year after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder 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 Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; 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.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) 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.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is 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 Bidder is 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.

E. Qualified. Bidder has the requisite experience **of 6-years** ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

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

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any

extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner 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 Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: _____, 20__.

Bidder's Status: () _____ Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal) Printed Name: _____
(if corporation)

Title/Position: _____

Bidder's Business Address: _____

Bidder's Business Telephone: _____ Facsimile: _____

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of November 17th, 2023.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA, ILLINOIS

Signature: _____

Printed name: _____

Title: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-94-2023: Approving an Amending to the Agreement with Safebuilt Illinois, Inc. for Inspection & Plan Services (Adoption)

PRESENTER: David Schoon

AGENDA DATE: October 17, 2023

CONSENT: Yes

ITEM TYPE: Approval of Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

At the October 17, 2023, Village Council meeting, the Council is scheduled to consider Resolution No. R-94-2023; Approving an Amendment to the Agreement with SAFEbuilt Illinois, Inc. for Inspection and Plan Review Services. The amendment would establish an updated three-year agreement with an additional two, one-year extensions with SAFEbuilt Illinois, LLC for permit administration, plan review, building inspections, and code enforcement services (the "Updated Agreement").

BACKGROUND

The Village first entered into a contract for building inspection and plan review services with SAFEbuilt in June 2013. Prior to this date, these services were provided by Village employees. Winnetka along with four other neighboring municipalities - Glenview, Evanston, Wilmette, Kenilworth - engaged in an RFP process to identify a third-party vendor to provide these services. SAFEbuilt was the successful vendor and was chosen over four others. The impetus behind this model was to address the need for additional building plan review and inspection services due to the increase in building activity at that time without adding permanent municipal employees and to use a regional approach to achieve economies of scale and process efficiencies.

In 2018, prior to the Village's agreement expiring with SAFEbuilt, the Village joined the original four neighboring municipalities and six additional municipalities (Highland Park, Lincolnshire, Morton Grove, Niles, Palatine, and Wheeling) in an RFP process for building plan review and inspection services. Six proposals were received with only three proposals being responsive to the Village's request for services. The Village found SAFEbuilt to be the lower responsible proposer for the services, and the Village adopted Resolution No. R-77-2018 entering a contract with SAFEBuilt for building-related plan review and inspection services.

Pursuant to these approvals, SAFEbuilt staff have been utilized to handle the Village’s plan reviews and daily inspection of residential, multi-family, and commercial properties. When necessary, SAFEbuilt staff have also assisted with code enforcement issues. SAFEbuilt services have been primarily provided by one SAFEbuilt staff, who has been assisted by other SAFEbuilt staff during the peak construction times in the summer or when there is a high volume of projects. For nearly the length of time SAFEbuilt has been providing services to the Village, Mark Opels has been the primary SAFEbuilt staff member for the Village. Each service has been assigned a rate and each task has a performance expectation that is measured in units.

PROPOSAL

In advance of the expiration of the current Agreement which occurs on December 31, 2023, the Village of Glenview staff once again took the lead and met with other surrounding communities to compare the rates for services among other towns and different service providers. Among the other contractors, SAFEbuilt was found to provide a high quality of expertise and service at the most effective price point. Glenview staff also individually spoke with community development staff from the communities that participated in the Municipal Partnering Initiative (MPI) joint RFP in 2018 and who entered into separate agreements with SAFEbuilt (Kenilworth, Morton Grove, Winnetka, Lincolnwood, and Wilmette), Glenview has reported that all of the communities are initiating amendments to extend their current agreements with SAFEbuilt for 2024 and beyond without MPI going through another joint RFP process. Minor amendments included in the Updated Agreement include an updated agreement term, updated rates for existing services and other services that may be utilized in the future, updates to key personnel designations, and revisions to the agreement indemnification language. The Village Attorney has reviewed the proposed resolution before the Village Council.

Following a general 5% rate increase in 2024, the Updated Agreement stipulates that rate increases for subsequent years would remain at 3% or CPI, whichever is lower. These percentage rate increases are common in other Village contracts and in accordance with the prior Agreement. The pricing for each service to be provided is summarized in the table below compared to the current contract:

	Current	Proposed
Building Inspect Services Fee	\$78.14/hr	\$82.04/hr
Plan Review Services Fees	\$79.22/hr	\$83.18/hr
Expedited Plan Review Services Fee	\$158.10/hr	\$166.00/hr
Structural Engineering Services Fee	\$117.74/hr	\$123.62/hr
After Hours Inspection Services Fee	\$107.04/hr	\$112.39/hr
Code Enforcement Services Fee	\$58.87/hr	\$61.81/hr

BUDGET

Annually, Village staff reviews the scope of services needed for the following year, which is based on expected permit volume and anticipated services that can expand or be reduced based on actual yearly projections. An amount of \$200,000 was approved by the Board of Trustees for SAFEbuilt plan review, and inspection services to be provided through SAFEbuilt in FY2023.

Staff will continue to monitor the workload in 2023 and assess the scope of work for 2024. The revised forecast with the projected scope of SAFEbuilt services will be provided as part of the FY2024 Village budget approval process. This process would continue for the term of the Updated Agreement.

RECOMMENDATION:

Given SAFEbuilt’s continued positive performance and the assigned service rates for the next five years, staff requests that the Village Council consider adopting Resolution No. R-94-2023; Approving

an Amendment to the Agreement with SAFEbuilt Illinois, Inc. for Inspection and Plan Review Services. The amendment would establish an updated three-year agreement with two, one-year extensions with SAFEbuilt Illinois, LLC for permit administration, plan review, building inspections, and code enforcement services.

ATTACHMENTS:

1. Resolution No. R-94-2023: Approving an Amending to the Agreement with Safebuilt Illinois, Inc. for Inspection & Plan Services

RESOLUTION NO. R-94-2023

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT
WITH SAFEUILT ILLINOIS, INC. FOR INSPECTION & PLAN SERVICES**

WHEREAS, the Village of Winnetka ("**Village**") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

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, on December 31, 2018, the Village entered into a two-year term Professional Services Agreement ("**Agreement**") with SAFEuilt Illinois, LLC ("**Consultant**") for Consultant to provide the Village inspection, plan review, and other building related services ("**Services**"); and

WHEREAS, the Village reserved itself the right in the Agreement to extend the term of the Agreement for three additional one-year periods ("**Extension Terms**"); and

WHEREAS, the Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, ("**First Amendment**"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term; and

WHEREAS, the Village and Consultant entered into a Second Amendment to the Agreement dated November 3, 2021, ("**Second Amendment**"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the second Extension Term and to set forth the prices for the Services during the second Extension Term; and

WHEREAS, the Village Consultant entered into a Third Amendment to the Agreement dated November 15, 2022, ("**Third Amendment**"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the third Extension Term and to set forth the prices for the Services during the third Extension Term; and

WHEREAS, the Village and Consultant desire to amend various provisions of the Agreement pertaining to term and renewal, compensation and fees, and personnel and notice; and

WHEREAS, the Village seeks to extend and amend the Agreement establishing an updated three-year agreement with two, one-year extension options with Consultant for the Services to begin January 1, 2024;

WHEREAS, the Village has determined it to be in the public interest to waive competitive bidding and to extend and amend the Agreement with Consultant for the 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: APPROVAL OF AMENDMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Fourth Amendment in substantially the form attached to this Resolution as *Exhibit A*, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE THE AMENDMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Amendment.

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 17 day of October 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AMENDMENT

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("***Amendment***"), dated as of this 17 day of October, 2023, ("***Effective Date***"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("***Village***"), and **SAFEBUILT ILLINOIS, LLC**, an Illinois limited liability company ("***Consultant***").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Village and Consultant entered into that certain December 31, 2018, Professional Services Agreement ("***Agreement***") for Consultant to provide the Village inspection and plan review services ("***Services***"), which Services are more fully described in the Agreement.

B. The Initial Term of the Agreement ended on December 31, 2020.

C. Pursuant to Section 2. D of the Agreement, the Village and Consultant may renew and extend the Agreement for up to three additional one-year terms upon the mutual agreement of the Parties.

D. The Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, ("***First Amendment***"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term.

E. The Village and Consultant entered into a Second Amendment to the Agreement dated November 3, 2021, ("***Second Amendment***"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the second Extension Term and to set forth the prices for the Services during the second Extension Term

F. The Village and Consultant entered into a Third Amendment to the Agreement dated November 15, 2022, ("***Third Amendment***"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the third Extension Term and to set forth the prices for the Services during the third Extension Term

G. Consultant has provided the Village satisfactory Services during the Initial Term and Extension Terms.

H. The Village and Consultant desire to amend various provisions of the Agreement pertaining to term and renewal, compensation and fees, and personnel and notice.

I. The Village and Consultant seek to extend and amend the Agreement establishing an updated three-year agreement with two, one-year extension options with Consultant for the Services to begin January 1, 2024.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

B. **Rules of Construction.** Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. TERM & RENEWAL

Section 2.C, entitled “Commencement; Term” of the Agreement is hereby repealed and replaced in its entirety with the following:

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 December 31, 2026 (“*Time of Performance*” or “*Initial Term*”).

Section 2.D, entitled “Renewal” of the Agreement is hereby repealed and replaced in its entirety with the following:

This Agreement may be renewed for up to two additional one-year terms upon mutual written agreement of the Parties (individually, a “*Renewal Term*”). The Consultant shall notify the Village at least 90 days before the end of the then current Initial Term or Renewal Term if it does not want to renew this Agreement. At the end of the Initial Term or any applicable Renewal Term, the Village reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of entering into a new agreement.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Section 3.c, entitled “Escalation Clause Term” of the Agreement is hereby amended by replacing the last paragraph with the with the following:

Beginning January 1, 2025, and annually thereafter, the hourly rates listed in Exhibit E shall be increased based upon the increase in the annual “Consumer Price Index-U, Chicago-Naperville, Elgin” from the previous year but not more than 3% annually. Rates shall not decrease for the term of this Agreement.

SECTION 5. PERSONNEL

Section 4.A, entitled “Key Project Personnel” of the Agreement is hereby repealed and

replaced in its entirety with the following:

The Consultant designates Mark Opels as its Plan Reviewer and Inspector for the Village of Winnetka under this agreement (the “**Key Project Personnel**”) and shall provide a minimum of 40 hours per week of the Key Personnel’s time to the Village, except for weeks that the Key Personnel takes sick time or vacation time. The Key Project Personnel shall not be changed without the Village's prior written approval.

SECTION 6. INDEMNIFICATION

Section 6.B. Indemnification is hereby repealed and replaced in its entirety with the following:

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

B. **Indemnification.** The Consultant shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all third-party claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Consultant's negligent or intentionally wrongful performance of the Services. The obligations of the Consultant under this Section 6.A shall not be limited by any applicable insurance required of the Consultant. Notwithstanding any other contrary provision contained herein, the Consultant's obligations under this Section 6.A shall survive the expiration or termination of this Agreement. Consultant’s obligation under this Section are conditioned upon timely receipt of notice of any matter for which indemnification is sought, such that defense of the matter is not compromised and the indemnitee’s reasonable cooperation in the defense of the matter. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL INCIDENTAL OR OTHER INDIRECT DAMAGES REGARDLESS OF THE THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF THEIR ESSENTIAL PURPOSE OF ANY REMAINING REMEDIES. IN NO EVENT SHALL THE LIABILITY OF CONSULTANT UNDER THIS AGREEMENT EXCEED THE MINIMUM INSURANCE REQUIREMENTS FOR THE POLICY OF INSURANCE SPECIFIED HEREIN.

SECTION 7. GENERAL PROVISIONS.

Section 8.C, entitled “Notice” of the Agreement is hereby repealed and replaced in its entirety with the following:

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 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

SAFEbuilt Illinois, LLC
444 N. Cleveland Avenue
Loveland, Colorado 80537
Attention: ***Joe DeRosa, President, CRO***

With a copy to:

Gary Amato, Chief Administrative Officer
3755 Precision Drive, Suite 140
Loveland, CO 80538

SECTION 7. FEES.

Exhibit E, entitled “Fee Schedule” of the Agreement is hereby repealed and replaced in its entirety with the following:

Type of Service	SAFEbuilt Hourly Rate (One-sixth (1/6) hour minimum unless noted)
Building Inspection Services	\$82.04
Electrical Inspection Services	\$82.04
Plumbing Inspection Services	\$82.04
Building Plan Review Services	\$83.18
Electric Plan Review Services	\$83.18
Plumbing Plan Review Services	\$83.18
Emergency Inspection Services (2-hour minimum)	\$112.39
Structural Engineering Plan Review Services	\$123.62
Code Enforcement (on an as needed basis)	\$61.81

SECTION 8. COUNTERPARTS.

To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

SAFEBUILT ILLINOIS, LLC

By:_____

By:_____

Its:_____

Its:_____



Agenda Item Executive Summary

TITLE: Resolution No. R-95-2023: Approving a Dispatch Services Agreement with the Village of Glenview (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: October 17, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

In June 2015, Illinois Public Act 99-006 was enacted mandating the consolidation of 911 phone centers, known as public safety answering points (PSAPs). After significant research and a feasibility report by Matrix Consulting Group, the Villages of Glencoe, Kenilworth, Northfield, and Winnetka (GKNW) entered into a seven-year agreement with the Village of Glenview for consolidated dispatch services in November 2016. The current agreement ends in December 2023. This consolidated dispatching agreement resulted in an estimated \$1.2 million in savings over the past seven years while retaining high quality, professional dispatching services for Winnetka. The estimated savings resulted from reductions in personnel, phone line service fees, and software expenditures, and does not include additional savings from future capital expenditures.

Collectively, the GKNW communities have been very satisfied with the quality of services provided by Glenview Public Safety Dispatch Center (GPSDC) over the term of the first agreement. In addition to providing GKNW with updated software systems such as Tyler New World, Smart911, and Socrata, the Village of Glenview applied for and was awarded consolidation grants which ultimately saved the Village of Winnetka approximately \$130,000 in capital expenditures. Additionally, the Village of Glenview has continuously upgraded technology systems within the dispatch center to ensure compliance with all telecommunications-related mandates, including forthcoming enhancements such as Text to 911. Finally, the agreement with the Village of Glenview provides GKNW communities access to a fully redundant center as GPSDC operates from two locations, the South Center in Glenview and the North Center in Highland Park. Should a disaster or emergency occur in the South Center, GKNW dispatching would immediately be switched to the North Center with no impact on police emergency dispatching operations. Staff from each of the GKNW communities agree that at this time, there is no viable consolidated dispatch agency alternative that can provide the same level of service as cost effectively as the Village of Glenview.

In June 2023, the Village Managers and Police Department representatives from each of the GKNW communities began negotiations with the Village of Glenview for a 10-year renewal agreement. While shorter-term renewal agreements were considered, a ten-year agreement locks in GKNW costs and

provides certainty for our communities and the Village of Glenview. The agreement, if approved, would provide continuity of services, access to regularly upgraded software systems, and an increase in regional data sharing.

The GKNW communities negotiated favorable annual cost adjustments resulting in an average annual increase of 3.85% over the ten-year agreement (4% annual increases for fiscal years 2024 through 2027, and 3.75% increases for fiscal years 2028 through 2033). The cost of fiscal year 2024 dispatch services is \$560,061 and the total cost over the life of the ten-year agreement is \$6,686,548. The fee structure for the duration of the contract ending on December 31, 2033 is included as Exhibit A of the Dispatch Services Agreement.

RECOMMENDATION:

Consider adoption of Resolution No. R-95-2023, approving a Dispatch Services Agreement with the Village of Glenview.

ATTACHMENTS:

1. Resolution No. R-95-2023: Approving a Dispatch Services Agreement with the Village of Glenview

RESOLUTION NO. R-95-2023

**A RESOLUTION APPROVING A DISPATCH SERVICES AGREEMENT
WITH THE VILLAGE OF GLENVIEW**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as the Villages of Glenview and Winnetka, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village of Glenview ("**Glenview**") operates a full service dispatch center ("**Full Service Dispatch Center**") and provides 9-1-1 call answering and dispatch services to a number of surrounding communities, including the Village; and

WHEREAS, the Village is seeking to have Glenview continue to provide the Village 9-1-1 call answering and dispatch services from the Full Service Dispatch Center, on behalf of its Department of Public Safety and other ancillary services (collectively the "**Dispatch Services**") pursuant to a new agreement that will commence on January 1, 2024 ("**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 Glenview;

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. Pursuant to the Village's home rule authority, 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 the Agreement as well as such other documents may be necessary for Winnetka to join Glenview's JETSB.

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

October 17, 2023

R-95-2023

ADOPTED this 17th day of October, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

DISPATCH SERVICES AGREEMENT BETWEEN THE VILLAGE OF GLENVIEW AND THE VILLAGE OF WINNETKA

THIS AGREEMENT is made as of 2023, by and between the **VILLAGE OF GLENVIEW**, an Illinois home rule municipal corporation ("**Glenview**") and the **VILLAGE OF WINNETKA** ("**Winnetka**"), an Illinois home rule municipal corporation. In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, Glenview and Winnetka hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Winnetka, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Winnetka (sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**") are units of local government.

C. Glenview operates full service dispatch centers at 2500 East Lake Avenue, Glenview, Illinois (the "**Glenview Facility**") and 1677 Old Deerfield Road, Highland Park, Illinois (the "**Highland Park Facility**"), and will continue to operate a primary dispatch center and secondary dispatch center for redundancy, known collectively as the "**Full Service Dispatch Center**". Glenview currently provides 9-1-1 call answering and dispatch services to a number of surrounding communities through the Full Service Dispatch Center.

D. Winnetka previously contracted with Glenview for police and 9-1-1 call answering and dispatch services performed by Glenview from the Full Service Dispatch Center, on behalf of its Department of Public Safety and other ancillary services (collectively the "**Dispatch Services**") as those Dispatch Services are more fully described in Section 2.A of this Agreement, pursuant to an Intergovernmental Agreement that expires December 31, 2023 ("**Prior Agreement**").

E. Glenview concurrently provides services similar to the Dispatch Services from the Full Service Dispatch Center to the following additional municipalities: Village of Glencoe, Village of Kenilworth, Village of Northfield ("**Additional Agencies**").

F. Glenview and Winnetka have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Winnetka to enter into a new Agreement for Glenview to continue to provide Dispatch Services to Winnetka.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Winnetka.

A. Operation of Full Service Dispatch Center and Provision of Dispatch Services by Glenview. The Prior Agreement will expire on December 31, 2023, and Glenview agrees to continue to directly operate the Full Service Dispatch Center to provide Dispatch Services to Winnetka pursuant

to the terms of this Agreement commencing at midnight on January 1, 2024 through 11:59 p.m. on December 31, 2033 ("**Term**"). Dispatch Services to be provided by Glenview to Winnetka will include, without limitation, the following, and will be equal to the service level provided to Glenview's residents and customers:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police non-emergency calls; maintain updated telephone lists of Winnetka staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Winnetka. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time, and a log of all calls shall be provided to Winnetka by Glenview on a quarterly basis or as otherwise reasonably requested by Winnetka. Said log shall be made available to Winnetka upon request within a reasonable time period of no greater than seven (7) days. Recordings of all aspects of each call received for Winnetka (including the incoming phone call, internal dispatch center conversations related to the call, out bound phone calls and any and all radio traffic relate to the call) shall be made available as soon as a qualified person is available to provide recordings, unless an emergency exists, to Winnetka upon request for such recording by Winnetka. Additionally, Glenview shall provide Winnetka with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Winnetka, such requests to occur no more than quarterly. In addition, Glenview will, at all times, comply with the requirements of Part 1325 of Chapter IV of Title 83 of the Illinois Administrative Code regarding the maintenance of a backup PSAP for the Full Service Dispatch Center and maintain a secondary location to serve as the Primary PSAP for the Village in the event that the Glenview Facility goes offline;
2. Provide 24-hour a day dispatching for all Winnetka Police Department and after-hours' and emergency notification of Winnetka Public Works as requested by Winnetka. The "Performance Standard" for call handling will be procedurally and operationally consistent with contemporary industry recognized standards; as determined by the Association of Public Safety Communications Officials (APCO) or National Emergency Number association (NENA). Glenview agrees to proactively review and take reasonable steps to correct any operational practices in the Dispatch Center that increase average dispatch times to levels exceeding industry standards, or standards previously agreed to by the Parties, and provide notice of the issue and corrective actions taken to the Winnetka police chief or his designee. Glenview shall provide reporting to Winnetka demonstrating compliance with the Performance Standard described above no less frequently than monthly;
3. Maintain and operate radio and computer communications with Winnetka for all Police Department and Winnetka Public Works and public utility (water and electric) calls, utilizing dispatching procedures adopted and agreed upon by the Parties. Any proposed changes or additions to the radio channel or talk group used by Winnetka and the Additional Agencies shall be discussed and agreed upon by the Parties;

4. Glenview will use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services. In the Full Service Dispatch Center, staff at least one (1) telecommunicator per radio channel to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview's reasonable control prevent such minimum staffing, then Glenview shall notify the Winnetka Village Manager of any circumstances when such minimum staffing level will not be met and the expected duration of any such circumstance. The Parties shall mutually agree upon which facility will serve as the primary PSAP from which the Dispatch Services will be provided;
5. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview's New World System for Winnetka, as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Winnetka upon request;
6. Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by ICC 9-1-1 regulations. The transfer of calls will be consistent with industry recognized standards; NENA 56-005 and NFPA 1221;
7. Pursuant to informational materials provided by Winnetka provide general information to, and answer questions from, callers related to Winnetka public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Winnetka services; provided, however, that Glenview will only answer non-emergency calls from Winnetka outside of regular Winnetka business hours as advertised by the Village on its website and posted on its facilities, as well as on weekends and designated holidays by Winnetka Glenview shall not under any circumstances accept payment of any fees, fines or other amounts on behalf of Winnetka.
8. No more than seven (7) days following the final day of any month, or upon written request by Winnetka, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage and any other requested reports;
9. Provide warning notifications to the Winnetka community and residents, including without limitation activating community warning sirens and reverse notification calls (e.g. Code Red), as requested by Winnetka and in accordance with Winnetka's policies and procedures and only at the direction of the Winnetka Chief of Police or the Chief's designee; however, Winnetka shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance and/or relocation of any equipment necessary to activate Winnetka's community warning sirens;

10. Maintain a call logging and recording system of all emergency and non-emergency calls and, upon request, provide copies to Winnetka Police, Fire/EMS, and Public Works Departments;
11. Provide passive electronic remote control monitoring for the Winnetka Police Department security system and other Village-controlled facilities as designated by Winnetka, including monitoring the entry to the Winnetka Police Station; provided, however, that Winnetka shall provide the necessary equipment and connections at Winnetka's cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;
12. Assist Winnetka in any manner necessary, including cooperating with representatives and assessors with Police performance metrics, and taking any other appropriate action, to ensure that Winnetka receives the any information necessary to satisfy the applicable agencies' professional accreditation or certification processes. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of Police/Public Safety activities undertaken by Winnetka, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Winnetka will be done at Winnetka's expense;
13. Subject to the obligations of Winnetka described in Section 2.B herein, operate, maintain and manage the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations;
 - b. Enter into the LEADS or NCIC system information as requested by Winnetka, including without limitation warrants and sex offenders;
 - c. Maintain and manage hot files;
 - d. Maintain and manage all LEADS and NCIC files;
 - e. Remove from the LEADS and NCIC files information and data that is no longer current; and
 - f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Winnetka;
 - g. Ensure all dispatchers operate in compliance with LEAD standards.
14. Maintain and operate mutual aid dispatch services for Winnetka in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("**NIPAS**"), the Illinois Law Enforcement Alarm System ("**ILEAS**"), the Mutual Aid Box Alarm System ("**MABAS**"), the North Regional Major Crimes Task Force ("**NORTAF**"), the Major Crash Assistance

Team ("**MCAT**"), and the Illinois Public Works Mutual Aid Network ("**IPWMAN**"), as well as any other applicable public safety organizations; provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting and updating of system information, based upon data provided by Winnetka;

15. Participate in reasonable periodic training exercise programs and scenarios conducted by Winnetka including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation. Costs associated with the attendance of dispatch service employees (including supervisory staff) at special assignments or special events will be borne by Winnetka;
16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Winnetka Police officers on "ride-alongs" to become familiar with local geography and Winnetka Police Department procedures. Such "ride-alongs" will be conducted on no less than a semi-annual basis during the first year of the Initial Term (defined herein) and, thereafter, no less than an annual basis, at no additional charge to Winnetka. Periodic attendance at Winnetka Police meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;
17. Cooperate with Winnetka in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive records (including documents, call logs, call recordings, video recordings). Winnetka will be responsible for completing and transmitting final responses to such subpoenas FOIA requests; and
18. Cooperate with Winnetka in the event that any litigation arises out of or is related to the services provided under this Agreement, including providing records and making employees available for depositions and testimony in accordance with service of legal process, provided that Glenview does not become adverse to Winnetka in any such litigation.

B. Obligations of Winnetka. Winnetka agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures;
2. Provide timely notification of a Winnetka designee for receiving notice in the absence of Police Chief;
3. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Winnetka;
4. Provide proper equipment and connections to enable Glenview to monitor designated security video feeds at Village-controlled facilities;

5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;
6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;
7. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof; and
8. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system.

C. Party Obligations Relating to New World System.

1. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the "New World System"), to the extent that those components are physically located at the Full Service Dispatch Center. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Winnetka any and all upgrades to the New World System servers.
2. Winnetka shall be responsible for the procurement of all third party software, including updates, upgrades, and service/maintenance packs, and hardware prerequisites required for New World System upgrades to be implemented properly on all Winnetka hardware, including the mobile clients.
3. The parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid by the implementing party, then the non-implementing party will agree to reimburse the implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

Section 3. Determination and Payment of Costs by Winnetka.

A. Quarterly Fee for Dispatch Services. Winnetka agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached ***Exhibit A ("Quarterly Fee")***, attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter,

beginning on the Effective Date. The provisions of the Local Government Prompt Payment Act will apply to all payments due under this Agreement.

B. Additional Expenses. To the extent that this Agreement provides for Winnetka to bear other expenses relating to the Dispatch Services, such other expenses mutually agreed upon shall be due and payable thirty (30) days after Glenview delivers an invoice for such expenses to Winnetka, as the case may be.

C. Credits Upon Termination. To the extent that this Agreement terminates other than upon its expiration, under section 8.a (excepting termination due to a default of Winnetka) any Quarterly Fee covering a period after the termination date shall be refunded to Winnetka, on a pro rata basis within 60 days.

D. Capital Charges. Except as otherwise expressly provided in this Subsection 3.C, Winnetka shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Winnetka.

E. New Recipients of Dispatch Services. Glenview may enter into agreements with other municipalities or fire protection districts to provide services similar to the Dispatch Services. Glenview agrees to consult with Winnetka prior to executing any agreement for such services. Under any and all circumstances, Glenview represents and warrants that the standards of performance for the Dispatch Services provided to Winnetka shall not diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

F. Participation of Additional Agencies. The parties agree and acknowledge that the business model underlying the Agreement is based upon the involvement of the Additional Agencies. In the event that any of the Additional Agencies: (i) does not enter into an agreement with Glenview for dispatch services; or (ii) terminates any such agreement, then, and in such event, the Parties hereto agree to enter into good-faith negotiations concerning pricing and operations hereunder.

Section 4. Insurance; Indemnification.

A. Coverage Provided. Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers' Compensation; and
5. Employers' Liability for employees of Glenview who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what Glenview maintains for itself in its normal course of business at the time the Parties enter into this Agreement.

B. Indemnification.

1. To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Winnetka, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the negligence or willful misconduct of Winnetka.
2. To the fullest extent permitted by law, Winnetka does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arise out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Winnetka, its officials, employees or agents, in the performance of or with relation to the provision of police and fire services or the work or services to be performed or furnished by Winnetka under this Agreement, except to the extent caused by the negligence or willful misconduct of Glenview.
3. Nothing herein shall be deemed to diminish or waive any immunities or defenses available to the Parties under any applicable statute or rule of law.

C. Proof of Coverage by Glenview. Glenview agrees to furnish to Winnetka certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Winnetka within thirty (30) days after the effective date of this Agreement, and shall name Winnetka as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

D. Termination of Coverage. If Glenview's coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Winnetka of receipt of any such notice; and
2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. Coverage by Winnetka. Winnetka agrees to maintain commercial general liability coverage, workers' compensation and employer's liability coverage for its operations. Upon request, Winnetka will provide proof of this insurance to Glenview. Any insurance required to be carried by Winnetka hereunder shall be primary and not excess to any other coverage carried by Glenview in connection with any act or omission on the part of Winnetka in the performance of the obligations of Winnetka under this Agreement, or any obligation related to the provision of police and/or public works services by Winnetka.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to continue to enhance and promote communication and cooperation between Glenview and Winnetka. In addition to those matters otherwise addressed in this Agreement, the Parties also wish to establish the following:

A. Access to Information about Service Delivery. Winnetka shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Winnetka (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. Complaint Procedure. Glenview shall continue to maintain a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Winnetka when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Winnetka of the actions taken by Glenview to resolve the complaint.

C. Regular Meetings. The parties agree that representatives of each of the Parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, at mutually agreeable times and locations, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

Glenview shall continue and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act or to subpoenas issued by a court of competent jurisdiction.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30 (thirty) day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Winnetka shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Winnetka as provided by this Agreement. Winnetka shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. Remedies. Provided that the Parties have met their obligations under Section 7.A., the Parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A. shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term; Termination.

A. Term. The term of this Agreement shall be for ten (10) years commencing on January 1, 2024 and terminating on December 31, 2033. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

B. Termination. This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of both of the parties; or
2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or
3. In the event Glenview merges its dispatch services with any other dispatch center, Glenview shall notify Winnetka not less than two hundred seventy (270) days prior to the date of such merger, and at that time, Winnetka may terminate the Agreement.

Section 9. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event unfunded mandates arise which impose dispatch service obligations on Glenview over and above current obligations, then the Parties agree to negotiate a sharing of the costs incurred to comply with said mandates.

Section 10. **General Provisions.**

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Glenview
2500 E Lake Avenue
Glenview, Illinois 60026
Attention: Village Manager
Email: mformica@glenview.il.us

with a copy to:

Julie Tappendorf
Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60643
Email: jtappendorf@ancelglink.com

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Fax: (847) 501-3180
Attention: Village Manager
Email: RBahan@winnetka.org

with a copy to:

Peter M. Friedman
Elrod Friedman
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Fax: (312) 528-5200
Email: peter.friedman@elrodfriedman.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. 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.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. Ownership and Capital Costs. Glenview will own the entire dispatch system.

F. 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.

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

H. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement 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 Agreement to the greatest extent permitted by applicable law.

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

J. 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.

K. 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 an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Winnetka.

P. Status of Employees. The Glenview employees providing the Dispatch Services under this Agreement shall remain employees of Glenview and nothing herein shall be deemed to create any employer-employee relationship between Winnetka and such employees.

Q. Counterparts. This Agreement may be executed in counterparts, each of which being an original, and all of which together constituting one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, Glenview and Winnetka, respectively, have caused this Agreement to be executed by their respective Village President and attested by their respective Village Clerk as of the date set forth below.

VILLAGE OF GLENVIEW

By: _____
Village President

Attest: _____
Village Clerk

Date: _____

VILLAGE OF WINNETKA

By: _____
Village President

Attest: _____
Village Clerk

Date: _____

EXHIBIT A

Payment Schedule

		Quarter 1 (Jan-Feb-Mar)	Quarter 2 (Apr-May-June)	Quarter 3 (July-Aug-Sept)	Quarter 4 (Oct-Nov-Dec)	Annual Total
Invoiced on:		1-Jan	1-Apr	1-Jul	1-Oct	
Due by:		<u>15-Feb</u>	<u>15-May</u>	<u>15-Aug</u>	<u>15-Nov</u>	
Year 1	2024	\$ 140,015	\$ 140,015	\$ 140,015	\$ 140,015	\$ 560,061
Year 2	2025	\$ 145,616	\$ 145,616	\$ 145,616	\$ 145,616	\$ 582,463
Year 3	2026	\$ 151,441	\$ 151,441	\$ 151,441	\$ 151,441	\$ 605,762
Year 4	2027	\$ 157,498	\$ 157,498	\$ 157,498	\$ 157,498	\$ 629,992
Year 5	2028	\$ 163,404	\$ 163,404	\$ 163,404	\$ 163,404	\$ 653,617
Year 6	2029	\$ 169,532	\$ 169,532	\$ 169,532	\$ 169,532	\$ 678,128
Year7	2030	\$ 175,889	\$ 175,889	\$ 175,889	\$ 175,889	\$ 703,557
Year 8	2031	\$ 182,485	\$ 182,485	\$ 182,485	\$ 182,485	\$ 729,941
Year 9	2032	\$ 189,329	\$ 189,329	\$ 189,329	\$ 189,329	\$ 757,314
Year 10	2033	\$ 196,428	\$ 196,428	\$ 196,428	\$ 196,428	\$ 785,713
						\$ 6,686,548