Village of Winnetka
Village Council Regular Meeting

February 4, 2025 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
   a. February 11, 2025 Study Session
   b. February 18, 2025 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
   a. Approval of Village Council Minutes
      i. January 14, 2025 Study Session
   b. Approval of Warrant List Dated January 17, 2025 - January 30, 2025
   c. Resolution No. R-13-2025: Approving an Updated Whistleblower Protection Policy (Adoption)
   d. Resolution No. R-14-2025: Approving a First Amendment to a Parking Agreement Between the Village and Board of Education of New Trier Township School District No. 203 (Adoption)
   e. Resolution No. R-16-2025: Approving a Service Agreement with Municipal GIS Partners, Inc. for Geographic Information System Services and a Letter Agreement with the Village of Kenilworth Regarding Geographic Information System Services (Adoption)
8. **Ordinances and Resolutions**
9. **Old Business**
10. **New Business**
11. **Appointments**
12. **Closed Session**

NOTICE

Village Council meetings are video recorded. 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.

13. Adjournment

MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
January 14, 2025

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, January 14, 2025 at 7:00 PM.

1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Tina Dalman, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: Trustee Rob Apatoff. Also present: Village Manager Robert Bahan, Village Attorney Courtney Willits, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Engineering Director Jim Bernahl, and approximately 7 persons in the audience.

2) Public Comment

   a) Ted Wynnychenko addresses matters related to the Bertling-Hill-Woodland pathway vacation and closed session meeting minutes.

3) Discussion.

   a) Eastside Stormwater Project Update

   At the September 10, 2024, study session, Council was provided an overview of the study area, identified the four sub watershed areas and existing stormwater outfalls to Lake Michigan, and focused on evaluations within the Elder Lane sub-area watershed.

   The intent of the stormwater management study for eastern Winnetka, the Lake Michigan watershed area, is to improve stormwater management, reduce stormwater flooding, and improve water quality at the Lake Michigan outfalls.

   Mike Waldron, Senior Associate at Strand Associates, Inc., provided Council an update regarding the identified stormwater management improvements for Elder Lane sub-area watershed and project progress update regarding Elm Street-Willow Road, Spruce Street, and Hubbard Woods sub-areas.

   Council is advised of Strand's evaluations in regards to existing flooding conditions, stormwater reduction, stormwater storage opportunities, conveyance, various infrastructure, proposed conditions, piping and underground storage, flood mitigation, and matters related to existing outfalls along Lake Michigan.

   Mike Waldron advises Council on the process for permitting and partnership with various regulatory agencies.

   Additionally, Council is advised of the stormwater management study scope timeline regarding project startup, Council and staff check-ins, coordination with stakeholders, public open house, presentations, and final study.

Council discusses various alternatives to sites within the Village for stormwater storage, matters related to pumping stations, assessments on the piping system at the Elder Lane outfall, flood mitigations, curb inlets, and permitting.

Public Comment

Warren James addresses matters related to outfalls, separation of stormwater and swim water, and partnership between the Village and Park District.

Mickey Archambault addresses Council on estimated costs and project timeline.

Ted Wynnychenko addresses Council regarding increasing extreme weather as it related to the project study.

Additionally, Council discusses scaling of the stormwater project, funding, and flood mitigation matters.

4) Adjournment. Trustee Dearborn, seconded by Trustee Handler moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:16 pm.

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Recording Secretary

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated January 17, 2025 - January 30, 2025

PRESENTER: Robert M. Bahan

AGENDA DATE: February 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
The Warrant List Dated January 17, 2025 - January 30, 2025.

RECOMMENDATION:
Consider Approving the Warrant List Dated January 17, 2025 - January 30, 2025.

ATTACHMENTS:
None

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-13-2025: Approving an Updated Whistleblower Protection Policy (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: February 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
January 18, 2022 - In compliance with the State of Illinois Public Officer Prohibited Activities Act, 50ILCS 105/4.1 "the Whistleblower Act," Council approved Resolution No. R-15-2022 - Approving a Whistleblower Policy.

EXECUTIVE SUMMARY:
The Village Council adopted a Whistleblower Policy in January 2022. The policy prohibited retaliation against local government employees for reporting improper governmental actions and appointed the Village Manager as an auditing official to investigate complaints, established a written process and procedure for managing complaints, and required that the policy be provided to all employees upon hire and on an annual basis.

The Illinois Whistleblower Act was amended effective January 1, 2025. Changes include updates to the definitions of "employer" and "employee"; and new definitions for "adverse employment action," "public body," "retaliatory action" and "supervisor." The amendment provides that an employer may not take retaliatory action against an employee who discloses or threatens to disclose information about an activity, policy or practice of the employer that the employee has a good faith belief that such activity, policy or practice violates a state or federal law, rule or regulation or poses a substantial and specific danger to public health or safety.

Staff worked with the Village attorneys at Elrod Friedman to draft a policy that complies with the amended Whistleblower Act. A copy of the amended policy and a redline version which identifies the specific changes are attached.

RECOMMENDATION:
Consider adoption of Resolution No. R-13-2025: Approving an Updated Whistleblower Protection Policy.

ATTACHMENTS:

1. Resolution No. R-13-2025: Approving an Updated Whistleblower Protection Policy
2. Redline - Whistleblower Policy Updates

RESOLUTION NO. R-13-2025

A RESOLUTION APPROVING AN UPDATED
<u>WHISTLEBLOWER PROTECTION POLICY</u>

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, the Village is committed to maintaining an environment free from improper governmental action and retaliation against individuals reporting improper action; and

WHEREAS, in January 2022, the Village adopted a Whistleblower Protection Policy (***"Policy"***), which Policy establishes written processes and procedures for managing complaints pursuant to the Public Officer Prohibited Activities Act, 50 ILCS 105/4.1; and

WHEREAS, on August 9, 2024, the Illinois Governor signed into law PA 103-0867, effective January 1, 2025, which amended various provisions of the Illinois Whistleblower Act, 740 ILCS 174/1 *et seq*. (***"Whistleblower Act"***); and

WHEREAS, the Village President and Village Council desire to update the Policy to reflect the recent amendments set forth in the Whistleblower Act (***"Updated Policy"***); and

WHEREAS, the Village President and Village Council have determined that it is in the best interest of the Village and the public to approve and implement the Updated Policy;

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

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

<u>SECTION 2</u>: <u>APPROVAL OF UPDATED WHISTLEBLOWER PROTECTION POLICY</u>. The Village Council hereby approves the Updated Policy in the form attached to this Resolution as **Exhibit A**.

<u>SECTION 3</u>: <u>EFFECTIVE DATE</u>. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 4th day of February, 2025, pursuant to the following roll call vote:

AYES: ____

NAYS: ____

ABSENT: ____

ABSTAIN: ____

Signed

____

Village President

Countersigned:

____

Village Clerk

EXHIBIT A

UPDATED WHISTBLOWER PROTECTIONS POLICY

Whistleblower Protections Policy

The Village is committed to maintaining an environment free from improper governmental action and retaliation against those who report, testify about, or participate in investigations regarding alleged improper governmental activities as required by Section 4.1 of the Public Officer Prohibited Activities Act (50 ILCS 105/4.1 *et seq.*) and required by the provisions set forth in the Illinois Whistleblower Act (740 ILCS 174/1 *et seq*.).

The Village will not tolerate improper governmental action or retaliation against employees based on the employee's reporting of alleged improper governmental activities against Village employees, independent contractors or appointed officials by anyone, including the Village, any agent or representative of the Village, or another employee, contractor or appointed official.

It is the policy of the Village to prohibit any official from retaliating against any employee, independent contractor or appointed official who:

- reports an improper governmental action;
- cooperates in the investigation related to a report of an improper governmental action; or
- testifies in a proceeding or prosecution of an improper governmental action.

Further, it is the policy of the Village to prohibit taking retaliatory action against employees who refuse to participate in an activity based on a "good faith belief" that doing so would:

- violate a State or federal law, rule or regulation, or
- pose a serious threat to public health, employees, or safety.

Adverse Employment Action

"Adverse employment action" means an action that a reasonable employee would find materially adverse. An action is materially adverse when it could dissuade a reasonable worker from disclosing or threatening to disclose information related to an activity, policy, or practice of the Village, where the employee has a good faith belief that the activity, policy or practice (i) violates a State or federal law, rule or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety. An action is also materially adverse when it could dissuade a reasonable worker from refusing to participate in an activity, where the employee has a good faith belief that the activity would result in a violation of a State or federal law, rule or regulation.

Improper Government Action

An improper governmental action is defined as follows.

"Improper governmental action" includes any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of their conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds.

"Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent the actions amount to retaliation.

Retaliation

For the purposes of this Policy, “retaliation”, “retaliate” or “retaliatory action” means any adverse change in an employee’s employment status or terms and conditions of employment that results from an employee’s protected activity of reporting improper governmental action, cooperating in the investigation, proceeding or prosecution of a reported improper governmental action.

“Retaliatory action” also means an adverse employment action or the threat of an adverse employment action by the Village or an agent of the Village to penalize or any non-employment action that would dissuade a reasonable worker from disclosing information set forth in Section 15 of the Illinois Whistleblower Act. Retaliatory action includes, but is not limited to, (i) taking, or threatening to take, any action that would intentionally interfere with an employee’s ability to obtain future employment or post-termination retaliation to intentionally interfere with a former employee’s employment; (ii) taking, or threatening to take, any action related to immigration practices that are prohibited by subsection (g) of Section 2-101 of the Illinois Human Rights Act; or (iii) contacting, threatening to contact, United States immigration authorities, or otherwise reporting, or threatening to report, an employee’s suspected or actual citizenship or immigration status or the suspected or actual citizenship or immigration status of an employee’s family or household member to a federal, State, or local agency.

“Retaliatory action” does not include (i) conduct undertaken at the express and specific direction or request of the federal government; (ii) truthful, performance-related information about an employee or former employee provided in good faith to the prospective employer at the request of the prospective employer; or (iii) conduct undertaken if specifically required by State or federal law.

Covered Individuals

All employees of the Village are covered under this policy, whether in a regular or temporary position, including full-time, part-time, and intermittent workers. This Policy also covers contractors and members of appointed boards or commissions, whether or not paid. Further, this policy covers persons who have been terminated because of any report or complaint submitted under this policy.

Designation of Auditing Official

The Village designates the Village Manager to serve as the Auditing Official of the Village, with the duties and responsibilities set forth in 50 ILCS 105/4.1 and this Policy.

The Auditing Official may delegate responsibilities, hire third-party consultants to assist in an investigation, and transfer the complaint to another auditing official, including the States Attorney, if they determine that it is appropriate.

Reporting Improper Governmental Action

To secure the protections of this Policy and Section 4.1 of the Public Officer Prohibited Activities Act (50 ILCS 105/4.1, et seq.), an employee or other individual covered by this policy must file a written report with the Auditing Official as follows:

- If a covered individual believes that they have witnessed an improper governmental action, as defined in this Policy, they must submit a written report of the improper governmental action to the Auditing Official.

- If a covered individual believes that they have been retaliated against for reporting improper governmental action, cooperating in the investigation, or procedure involving an improper governmental action, they must report such alleged retaliation to the Auditing Official in writing within sixty (60) days of the retaliatory action taking place.

If the Auditing Official is also the subject of the complaint, the covered individual may file the written report with any States Attorney.

Duties of the Auditing Official; Covered Individual Protections

1. *Identity of the Complainant is Confidential*

- The Auditing Official will keep the identity of a covered individual who files a report of improper governmental action or retaliation ("Complainant") confidential to the extent allowed by law.
- The Complainant may choose to waive confidentiality.

2. *Investigation*

Upon receipt of a report of improper government action or retaliation, the Auditing Official shall investigate the complaint promptly and thoroughly. The investigation by the Auditing Official may, but is not obligated to, include, without limitation, the following:

- Interviews of the Complainant and witnesses;
- Interviews of governmental officials who may have knowledge about the complaint or may be the subject of the complaint;
- Inspection of documentation (in written, printed, or electronic format) relevant to the complaint;
- Take any other appropriate measures to ensure that the complaint has been thoroughly investigated.

3. *Determination and Remedial Action If Necessary*

Upon the conclusion of the investigation, the Auditing Official shall make a determination whether the complaint has merit or whether the complaint does not have merit.

If the Auditing Official determines that the complaint has no merit, the Auditing Official may dismiss the complaint.

If the Auditing Official determines that improper governmental action or retaliation has taken place, the Auditing Official may take remedial action on behalf of the complainant, including reinstatement, reimbursement for lost wages or expenses, promotion, or other remedial action that the Auditing Official deems appropriate. The Auditing Official may also make their investigation findings available to the Complainant's attorney if the Auditing Official finds that restitution is not sufficient. Further, the Auditing Official is also responsible for taking appropriate remedial measure if a complaint is determined to be false, fraudulent, or submitted for purposes other than reporting improper governmental activities.

Any person who engages in prohibited retaliation under Section 4.1 of Public Act 101-652 may also be subject to fines, appropriate employment action, civil or criminal prosecution, or any combination of these actions.

If the Auditing Official determines that improper governmental action has taken place or the Auditing Official determines Village employees or officials hindered the investigation, the Auditing official must notify the Mayor any other individual or entity the Auditing Official deems necessary under the circumstances.

Employee Responsibility and Acceptance of Policy

All Village employees have a responsibility to conduct themselves in compliance with this policy and to report any observations of conduct inconsistent with this policy.

Copies of this Policy along with a copy of Section 4.1 of Public Act 101-652, and the Illinois Whistleblower Act Public Act 103-0867 will be given to every employee upon hiring. Additionally, these same documents will be furnished or made available to all employees on an annual basis.

50 ILCS 105/4.1

Sec. 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

(1) reports an improper governmental action under this Section;

(2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or

(3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of

aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than $500 and no more than $5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located within.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's, or committee member's official duties to be subject to a claim of "improper governmental action". "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate", "retaliation", or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.
(Source: P.A. 101-652, eff. 7-1-21.)

(740 ILCS 174/1)

Sec. 1. Short title. This Act may be cited as the Whistleblower Act.

(Source: P.A. 93-544, eff. 1-1-04.)

(740 ILCS 174/5)

Sec. 5. Definitions. As used in this Act:

"Adverse employment action" means an action that a reasonable employee would find materially adverse. An action is materially adverse when it could dissuade a reasonable worker from disclosing or threatening to disclose information protected by Section 15 or from refusing under Section 20.

"Employer" means: an individual, sole proprietorship, partnership, firm, corporation, association, and any other entity that has one or more employees in this State, including a political subdivision of the State; a unit of local government; a school district, combination of school districts, or governing body of a joint agreement of any type formed by two or more school districts; a community college district, State college or university, or any State agency whose major function is providing educational services; any authority including a department, division, bureau, board, commission, or other agency of these entities; and any person acting within the scope of his or her authority, express or implied, on behalf of those entities in dealing with its employees.

"Employee" means any individual permitted to work by an employer unless:

(1) the individual has been and will continue to be free from control and direction over the performance of his or her work, both under his or her contract of service with his or her employer and in fact; (2) the individual performs work which is either outside the usual course of business or is performed outside all of the places of business of the employer unless the employer is in the business of contracting with parties for the placement of employees; and (3) the individual is in an independently established trade, occupation, profession, or business.

"Employee" also includes, but is not limited to, a licensed physician who practices his or her profession, in whole or in part, at a hospital, nursing home, clinic, or any medical facility that is a health care facility funded, in whole or in part, by the State.

"Public body" means any of the following: the State; any officer, board, political subdivision, or commission of the State; any institution supported in whole or in part by public funds; units of local government; and school districts.

"Retaliatory action" means an adverse employment action or the threat of an adverse employment action by an employer or his or her agent to penalize or any non-employment action that would dissuade a reasonable worker from disclosing information under this Act. "Retaliatory action" includes, but is not limited to:

(1) taking, or threatening to take, any action that would intentionally interfere with an employee's ability to obtain future employment or post-termination retaliation to intentionally interfere with a former employee's employment;

(2) taking, or threatening to take, any action prohibited by subsection (G) of Section 2-102 of the Illinois Human Rights Act; or

(3) contacting, or threatening to contact, United States immigration authorities, or otherwise reporting, or threatening to report, an employee's suspected or actual citizenship or immigration status or the suspected or actual citizenship or immigration status of an employee's family or household member to a federal, State, or local agency.

"Retaliatory action" does not include:

(1) conduct undertaken at the express and specific direction or request of the federal government;

(2) truthful, performance-related information about an employee or former employee provided in good faith to a prospective employer at the request of the prospective employer; or

(3) conduct undertaken if specifically required by State or federal law. "Employee" also includes, but is not limited to, a licensed physician who practices his or her profession, in whole or in part, at a hospital, nursing home, clinic, or any medical facility that is a health care facility funded, in whole or in part, by the State.

"Supervisor" means any individual who has the authority to direct and control the work performance of the affected employee; or any individual who has managerial authority to take corrective action regarding a violation of the law, rule, or regulation disclosed by an employee in accordance with Section 15.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/10)

Sec. 10. Certain policies prohibited. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency if the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation.

(Source: P.A. 93-544, eff. 1-1-04.)

(740 ILCS 174/15)

Sec. 15. Retaliation for certain disclosures prohibited.

(a) An employer may not take retaliatory action against an employee who discloses or threatens to disclose to a public body conducting an investigation, or in a court, an administrative hearing, or any other proceeding initiated by a public body, information related to an activity, policy, or practice of the employer where the employee has a good faith belief that the activity, policy, or practice (i) violates a State or federal law, rule, or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety.

(b) An employer may not take retaliatory action against an employee for disclosing or threatening to disclose information to a government or law enforcement agency information related to an activity, policy, or practice of the employer, where the employee has a good faith belief that the activity, policy, or practice of the employer (i) violates a State or federal law, rule, or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety.

(c) An employer may not take retaliatory action against an employee for disclosing or threatening to disclose to any supervisor, principal officer, board member, or supervisor in an organization that has a contractual relationship with the employer who makes the employer aware of the disclosure, information related to an activity, policy, or practice of the employer if the employee has a good faith belief that the activity, policy, or practice (i) violates a State or federal law, rule, or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/20)

Sec. 20. Retaliation for certain refusals prohibited. An employer may not take retaliatory action against an employee for refusing to participate in an activity that the employee has a good faith belief that such participation would result in a violation of a State or federal law, rule, or regulation, including, but not limited to, violations of the Freedom of Information Act.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/20.1)

Sec. 20.1. Other retaliation. Any other act or omission not otherwise specifically set forth in this Act, whether within or without the workplace, also constitutes retaliatory action by an employer under this Act if the act or omission would be materially adverse to a reasonable employee and is because of the employee disclosing or attempting to disclose public corruption or wrongdoing.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/20.2)

Sec. 20.2. Threatening retaliation. An employer may not threaten any employee with any act or omission if that act or omission would constitute retaliatory action against the employee under this Act.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/25)

Sec. 25. Criminal penalty. Violation of this Act is a Class A misdemeanor.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/30)

Sec. 30. Damages and penalties for the employee. If an employer takes any retaliatory action against an employee in violation of Section 15 or 20, the employee may bring a civil action against the employer for all relief necessary to make the employee whole, including but not limited to the following, as appropriate:

(1) permanent or preliminary injunctive relief;

(2) reinstatement with the same seniority status that the employee would have had, but for the violation;

(3) back pay, with interest of 9% per annum up to 90 calendar days from the date the complaint is filed and front pay;

(4) liquidated damages of up to $10,000;

(5) compensation for any costs incurred as a result of the violation, including litigation costs, expert witness fees, and reasonable attorney's fees; and

(6) additionally, the court shall award a civil penalty of $10,000 payable to the employee.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/31)

Sec. 31. Attorney General enforcement.

(a) Whenever the Attorney General has reasonable cause to believe that any person or entity has engaged in a practice prohibited by this Act, the Attorney General may, pursuant to the authority conferred by Section 6.3 of the Attorney General Act, initiate or intervene in a civil action in the name of the People of the State in any appropriate court to obtain appropriate relief.

(b) Before initiating an action, the Attorney General may conduct an investigation and may:

(1) require an individual or entity to file a statement or report in writing, under oath or otherwise, as to all information the Attorney General may consider necessary;

(2) examine under oath any person alleged to have participated in, or with knowledge of, the alleged violation; or

(3) issue subpoenas or conduct hearings in aid of any investigation.

(c) Service by the Attorney General of any notice requiring a person or entity to file a statement or report, or of a subpoena upon any person or entity, shall be made:

(1) personally by delivery of a duly executed copy thereof to the person to be served or, if a person is not a natural person, in the manner provided in the Code of Civil Procedure when a complaint is filed; or

(2) by mailing by certified mail a duly executed copy thereof to the person to be served at his or her last known abode or principal place of business within this State or, if the person is not a natural person, in the manner provided in the Code of Civil Procedure when a complaint is filed.

The Attorney General may compel compliance with investigative demands under this Section through an order by any court of competent jurisdiction.

(d)(1) In an action brought under this Act, the Attorney General may obtain, as a remedy, monetary damages to the State, restitution, and equitable relief, including any permanent or preliminary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in a violation, or order any action as may be appropriate.

The Attorney General may request, and the court may grant, any remedy available under Section 30 of this Act to the employee or employees affected by the violation. Additionally, the Attorney General may request and the court may impose a civil penalty not to exceed $10,000 for each repeat violation within a 5-year period. For purposes of this Section, each violation of this Act for each employee that the employer took or threatened to take retaliatory action against shall constitute a separate and distinct violation.

(2) A civil penalty imposed under this subsection shall be deposited into the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/32)

Sec. 32. Defenses to actions. It shall be a defense to any action brought under this Act that the retaliatory action was predicated solely upon grounds other than the employee's exercise of any rights protected by this Act.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/35)

Sec. 35. Exception. This Act does not apply to disclosures that would constitute a violation of the attorney-client privilege.
(Source: P.A. 93-544, eff. 1-1-04.)

(740 ILCS 174/40)

Sec. 40. Home Rule Limitation. It is the public policy of this State, pursuant to paragraphs (h) and (i) of Section 6 of Article VII of the Illinois Constitution that the provisions of this Act are the exclusive exercise by the State of powers and functions which might otherwise be exercised by other home rule units. Such powers and functions may not be exercised concurrently, either directly or indirectly by any unit of local government, including any home rule unit except as otherwise authorized by this Act.
(Source: P.A. 95-128, eff. 1-1-08.)

Whistleblower Protections Policy

The Village is committed to maintaining an environment free from improper governmental action and retaliation against those who report, testify about, or participate in investigations regarding alleged improper governmental activities as required by Section 4.1 of the Public Officer Prohibited Activities Act (50 ILCS 105/4.1 *et seq*~~.)~~.) and required by the provisions set forth in the Illinois Whistleblower Act (740 ILCS 174/1 *et seq*.).

The Village will not tolerate improper governmental action or retaliation against employees based on the employee's reporting of alleged improper governmental activities against Village employees, independent contractors or appointed officials by anyone, including the Village, any agent or representative of the Village, or another employee, contractor or appointed official.

It is the policy of the Village to prohibit any official from retaliating against any employee, independent contractor or appointed official who:

- reports an improper governmental action;
- cooperates in the investigation related to a report of an improper governmental action; or
- testifies in a proceeding or prosecution of an improper governmental action.

Further, it is the policy of the Village to prohibit taking retaliatory action against employees who refuse to participate in an activity based on a "good faith belief" that doing so would:

- violate a State or federal law, rule or regulation, or
- pose a serious threat to public health, employees, or safety.

Adverse Employment Action

"Adverse employment action" means an action that a reasonable employee would find materially adverse. An action is materially adverse when it could dissuade a reasonable worker from disclosing or threatening to disclose information related to an activity, policy, or practice of the Village, where the employee has a good faith belief that the activity, policy or practice (i) violates a State or federal law, rule or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety. An action is also materially adverse when it could dissuade a reasonable worker from refusing to participate in an activity, where the employee has a good faith belief that the activity would result in a violation of a State or federal law, rule or regulation.

Improper Government Action

An improper governmental action is defined as follows.

"Improper governmental action" includes any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of their conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds.

"Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent the actions amount to retaliation.

Retaliation

For the purposes of this Policy, “retaliation”, “retaliate” or “retaliatory action” means any adverse change in an employee’s employment status or terms and conditions of employment that results from an employee’s protected activity of reporting improper governmental action, cooperating in the investigation, proceeding or prosecution of a reported improper governmental action.

“Retaliatory action” also means an adverse employment action or the threat of an adverse employment action by the Village or an agent of the Village to penalize or any non-employment action that would dissuade a reasonable worker from disclosing information set forth in Section 15 of the Illinois Whistleblower Act. Retaliatory action includes, but is not limited to, (i) taking, or threatening to take, any action that would intentionally interfere with an employee’s ability to obtain future employment or post-termination retaliation to intentionally interfere with a former employee’s employment; (ii) taking, or threatening to take, any action related to immigration practices that are prohibited by subsection (g) of Section 2-101 of the Illinois Human Rights Act; or (iii) contacting, threatening to contact, United States immigration authorities, or otherwise reporting, or threatening to report, an employee’s suspected or actual citizenship or immigration status or the suspected or actual citizenship or immigration status of an employee’s family or household member to a federal, State, or local agency.

“Retaliatory action” does not include (i) conduct undertaken at the express and specific direction or request of the federal government; (ii) truthful, performance-related information about an employee or former employee provided in good faith to the prospective employer at the request of the prospective employer; or (iii) conduct undertaken if specifically required by State or federal law.

Covered Individuals

All employees of the Village are covered under this policy, whether in a regular or temporary position, including full-time, part-time, and intermittent workers. This Policy also covers contractors and members of appointed boards or commissions, whether or not paid. Further, this policy covers persons who have been terminated because of any report or complaint submitted under this policy.

Designation of Auditing Official

The Village designates the Village Manager to serve as the Auditing Official of the Village, with the duties and responsibilities set forth in 50 ILCS 105/4.1 and this Policy.

The Auditing Official may delegate responsibilities, hire third-party consultants to assist in an investigation, and transfer the complaint to another auditing official, including the States Attorney, if they determine that it is appropriate.

Reporting Improper Governmental Action

To secure the protections of this Policy and Section 4.1 of the Public Officer Prohibited Activities Act (50 ILCS 105/4.1, et seq.), an employee or other individual covered by this policy must file a written report with the Auditing Official as follows:

- If a covered individual believes that they have witnessed an improper governmental action, as defined in this Policy, they must submit a written report of the improper governmental action to the Auditing Official.

- If a covered individual believes that they have been retaliated against for reporting improper governmental action, cooperating in the investigation, or procedure involving an improper governmental action, they must report such alleged retaliation to the Auditing Official in writing within sixty (60) days of the retaliatory action taking place.

If the Auditing Official is also the subject of the complaint, the covered individual may file the written report with any States Attorney.

Duties of the Auditing Official; Covered Individual Protections

1. *Identity of the Complainant is Confidential*

- The Auditing Official will keep the identity of a covered individual who files a report of improper governmental action or retaliation ("Complainant") confidential to the extent allowed by law.
- The Complainant may choose to waive confidentiality.

2. *Investigation*

Upon receipt of a report of improper government action or retaliation, the Auditing Official shall investigate the complaint promptly and thoroughly. The investigation by the Auditing Official may, but is not obligated to, include, without limitation, the following:

- Interviews of the Complainant and witnesses;
- Interviews of governmental officials who may have knowledge about the complaint or may be the subject of the complaint;
- Inspection of documentation (in written, printed, or electronic format) relevant to the complaint;
- Take any other appropriate measures to ensure that the complaint has been thoroughly investigated.

3. *Determination and Remedial Action If Necessary*

Upon the conclusion of the investigation, the Auditing Official shall make a determination whether the complaint has merit or whether the complaint does not have merit.

If the Auditing Official determines that the complaint has no merit, the Auditing Official may dismiss the complaint.

If the Auditing Official determines that improper governmental action or retaliation has taken place, the Auditing Official may take remedial action on behalf of the complainant, including reinstatement, reimbursement for lost wages or expenses, promotion, or other remedial action that the Auditing Official deems appropriate. The Auditing Official may also make their investigation findings available to the Complainant's attorney if the Auditing Official finds that restitution is not sufficient. Further, the Auditing Official is also responsible for taking appropriate remedial measure if a complaint is determined to be false, fraudulent, or submitted for purposes other than reporting improper governmental activities.

Any person who engages in prohibited retaliation under Section 4.1 of Public Act 101-652 may also be subject to fines, appropriate employment action, civil or criminal prosecution, or any combination of these actions.

If the Auditing Official determines that improper governmental action has taken place or the Auditing Official determines Village employees or officials hindered the investigation, the Auditing official must notify the Mayor any other individual or entity the Auditing Official deems necessary under the circumstances.

Employee Responsibility and Acceptance of Policy

All Village employees have a responsibility to conduct themselves in compliance with this policy and to report any observations of conduct inconsistent with this policy.

Copies of this Policy along with a copy of Section 4.1 of Public Act 101-652, and the Illinois Whistleblower Act Public Act 103-0867 will be given to every employee upon hiring. Additionally, these same documents will be furnished or made available to all employees on an annual basis.

50 ILCS 105/4.1

Sec. 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

(1) reports an improper governmental action under this Section;

(2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or

(3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of

aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than $500 and no more than $5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located within.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's, or committee member's official duties to be subject to a claim of "improper governmental action". "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate", "retaliation", or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.
(Source: P.A. 101-652, eff. 7-1-21.)

(740 ILCS 174/1)

Sec. 1. Short title. This Act may be cited as the Whistleblower Act.

(Source: P.A. 93-544, eff. 1-1-04.)

(740 ILCS 174/5)

Sec. 5. Definitions. As used in this Act:

"Adverse employment action" means an action that a reasonable employee would find materially adverse. An action is materially adverse when it could dissuade a reasonable worker from disclosing or threatening to disclose information protected by Section 15 or from refusing under Section 20.

"Employer" means: an individual, sole proprietorship, partnership, firm, corporation, association, and any other entity that has one or more employees in this State, including a political subdivision of the State; a unit of local government; a school district, combination of school districts, or governing body of a joint agreement of any type formed by two or more school districts; a community college district, State college or university, or any State agency whose major function is providing educational services; any authority including a department, division, bureau, board, commission, or other agency of these entities; and any person acting within the scope of his or her authority, express or implied, on behalf of those entities in dealing with its employees.

"Employee" means any individual permitted to work by an employer unless:

(1) the individual has been and will continue to be free from control and direction over the performance of his or her work, both under his or her contract of service with his or her employer and in fact; (2) the individual performs work which is either outside the usual course of business or is performed outside all of the places of business of the employer unless the employer is in the business of contracting with parties for the placement of employees; and (3) the individual is in an independently established trade, occupation, profession, or business.

"Employee" also includes, but is not limited to, a licensed physician who practices his or her profession, in whole or in part, at a hospital, nursing home, clinic, or any medical facility that is a health care facility funded, in whole or in part, by the State.

"Public body" means any of the following: the State; any officer, board, political subdivision, or commission of the State; any institution supported in whole or in part by public funds; units of local government; and school districts.

"Retaliatory action" means an adverse employment action or the threat of an adverse employment action by an employer or his or her agent to penalize or any non-employment action that would dissuade a reasonable worker from disclosing information under this Act. "Retaliatory action" includes, but is not limited to:

(1) taking, or threatening to take, any action that would intentionally interfere with an employee's ability to obtain future employment or post-termination retaliation to intentionally interfere with a former employee's employment;

(2) taking, or threatening to take, any action prohibited by subsection (G) of Section 2-102 of the Illinois Human Rights Act; or

(3) contacting, or threatening to contact, United States immigration authorities, or otherwise reporting, or threatening to report, an employee's suspected or actual citizenship or immigration status or the suspected or actual citizenship or immigration status of an employee's family or household member to a federal, State, or local agency.

"Retaliatory action" does not include:

(1) conduct undertaken at the express and specific direction or request of the federal government;

(2) truthful, performance-related information about an employee or former employee provided in good faith to a prospective employer at the request of the prospective employer; or

(3) conduct undertaken if specifically required by State or federal law. "Employee" also includes, but is not limited to, a licensed physician who practices his or her profession, in whole or in part, at a hospital, nursing home, clinic, or any medical facility that is a health care facility funded, in whole or in part, by the State.

"Supervisor" means any individual who has the authority to direct and control the work performance of the affected employee; or any individual who has managerial authority to take corrective action regarding a violation of the law, rule, or regulation disclosed by an employee in accordance with Section 15.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/10)

Sec. 10. Certain policies prohibited. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency if the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation.

(Source: P.A. 93-544, eff. 1-1-04.)

(740 ILCS 174/15)

Sec. 15. Retaliation for certain disclosures prohibited.

(a) An employer may not take retaliatory action against an employee who discloses or threatens to disclose to a public body conducting an investigation, or in a court, an administrative hearing, or any other proceeding initiated by a public body, information related to an activity, policy, or practice of the employer where the employee has a good faith belief that the activity, policy, or practice (i) violates a State or federal law, rule, or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety.

(b) An employer may not take retaliatory action against an employee for disclosing or threatening to disclose information to a government or law enforcement agency information related to an activity, policy, or practice of the employer, where the employee has a good faith belief that the activity, policy, or practice of the employer (i) violates a State or federal law, rule, or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety.

(c) An employer may not take retaliatory action against an employee for disclosing or threatening to disclose to any supervisor, principal officer, board member, or supervisor in an organization that has a contractual relationship with the employer who makes the employer aware of the disclosure, information related to an activity, policy, or practice of the employer if the employee has a good faith belief that the activity, policy, or practice (i) violates a State or federal law, rule, or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/20)

Sec. 20. Retaliation for certain refusals prohibited. An employer may not take retaliatory action against an employee for refusing to participate in an activity that the employee has a good faith belief that such participation would result in a violation of a State or federal law, rule, or regulation, including, but not limited to, violations of the Freedom of Information Act.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/20.1)

Sec. 20.1. Other retaliation. Any other act or omission not otherwise specifically set forth in this Act, whether within or without the workplace, also constitutes retaliatory action by an employer under this Act if the act or omission would be materially adverse to a reasonable employee and is because of the employee disclosing or attempting to disclose public corruption or wrongdoing.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/20.2)

Sec. 20.2. Threatening retaliation. An employer may not threaten any employee with any act or omission if that act or omission would constitute retaliatory action against the employee under this Act.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/25)

Sec. 25. Criminal penalty. Violation of this Act is a Class A misdemeanor.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/30)

Sec. 30. Damages and penalties for the employee. If an employer takes any retaliatory action against an employee in violation of Section 15 or 20, the employee may bring a civil action against the employer for all relief necessary to make the employee whole, including but not limited to the following, as appropriate:

(1) permanent or preliminary injunctive relief;

(2) reinstatement with the same seniority status that the employee would have had, but for the violation;

(3) back pay, with interest of 9% per annum up to 90 calendar days from the date the complaint is filed and front pay;

(4) liquidated damages of up to $10,000;

(5) compensation for any costs incurred as a result of the violation, including litigation costs, expert witness fees, and reasonable attorney's fees; and

(6) additionally, the court shall award a civil penalty of $10,000 payable to the employee.
(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/31)

Sec. 31. Attorney General enforcement.

(a) Whenever the Attorney General has reasonable cause to believe that any person or entity has engaged in a practice prohibited by this Act, the Attorney General may, pursuant to the authority conferred by Section 6.3 of the Attorney General Act, initiate or intervene in a civil action in the name of the People of the State in any appropriate court to obtain appropriate relief.

(b) Before initiating an action, the Attorney General may conduct an investigation and may:

(1) require an individual or entity to file a statement or report in writing, under oath or otherwise, as to all information the Attorney General may consider necessary;

(2) examine under oath any person alleged to have participated in, or with knowledge of, the alleged violation; or

(3) issue subpoenas or conduct hearings in aid of any investigation.

(c) Service by the Attorney General of any notice requiring a person or entity to file a statement or report, or of a subpoena upon any person or entity, shall be made:

(1) personally by delivery of a duly executed copy thereof to the person to be served or, if a person is not a natural person, in the manner provided in the Code of Civil Procedure when a complaint is filed; or

(2) by mailing by certified mail a duly executed copy thereof to the person to be served at his or her last known abode or principal place of business within this State or, if the person is not a natural person, in the manner provided in the Code of Civil Procedure when a complaint is filed.

The Attorney General may compel compliance with investigative demands under this Section through an order by any court of competent jurisdiction.

(d)(1) In an action brought under this Act, the Attorney General may obtain, as a remedy, monetary damages to the State, restitution, and equitable relief, including any permanent or preliminary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in a violation, or order any action as may be appropriate.

The Attorney General may request, and the court may grant, any remedy available under Section 30 of this Act to the employee or employees affected by the violation. Additionally, the Attorney General may request and the court may impose a civil penalty not to exceed $10,000 for each repeat violation within a 5-year period. For purposes of this Section, each violation of this Act for each employee that the employer took or threatened to take retaliatory action against shall constitute a separate and distinct violation.

(2) A civil penalty imposed under this subsection shall be deposited into the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/32)

Sec. 32. Defenses to actions. It shall be a defense to any action brought under this Act that the retaliatory action was predicated solely upon grounds other than the employee's exercise of any rights protected by this Act.

(Source: P.A. 103-867, eff. 1-1-25.)

(740 ILCS 174/35)

Sec. 35. Exception. This Act does not apply to disclosures that would constitute a violation of the attorney-client privilege.

(Source: P.A. 93-544, eff. 1-1-04.)

(740 ILCS 174/40)

Sec. 40. Home Rule Limitation. It is the public policy of this State, pursuant to paragraphs (h) and (i) of Section 6 of Article VII of the Illinois Constitution that the provisions of this Act are the exclusive exercise by the State of powers and functions which might otherwise be exercised by other home rule units. Such powers and functions may not be exercised concurrently, either directly or indirectly by any unit of local government, including any home rule unit except as otherwise authorized by this Act.

(Source: P.A. 95-128, eff. 1-1-08.)

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-14-2025: Approving a First Amendment to a Parking Agreement Between the Village and Board of Education of New Trier Township School District No. 203 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: February 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The Village owns, operates, maintains, and establishes regulations for the Indian Hill Metra Station and also various public rights of way near New Trier High School East Campus. On December 12, 2006, the Village entered into a parking agreement with New Trier High School that reserved 360 parking spaces for the exclusive use and control of New Trier. The agreement stipulates a 5% annual increase in fees paid by New trier to the Village and automatically renews each year. The contract has grown from $132,360 annually in 2007 to $310,956 this past year. In the summer of 2024, New Trier reached out to the Village to renegotiate the terms of the agreement.

EXECUTIVE SUMMARY:
The amended agreement modifies the parking premises and parking locations and extends the contract term. The key terms of the amended agreement are as follows:

- The total number of parking spaces is reduced form 360 to 312.
- 10-Year contract term from January 1, 2025 to December 31, 2035.
- Contract resets to $200,000 a year for the first 5 years and increases based on the CPI or 5% (whichever is less) thereafter.

RECOMMENDATION:
Consider adopting Resolution No. R-14-2025: First Amendment to the Parking Agreement Between New Trier High School and the Village of Winnetka.

ATTACHMENTS:
1. Resolution No. R-14-2025: Approving a First Amendment to a Parking Agreement Between the Village and Board of Education of NTSD No. 36

RESOLUTION NO. R-14-2025

A RESOLUTION APPROVING A FIRST AMENDMENT TO A PARKING AGREEMENT BETWEEN THE VILLAGE AND BOARD OF EDUCATION OF NEW TRIER TOWNSHIP SCHOOL DISTRICT NO. 203

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, 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 September 1, 2006, the Village and the Board of Education of New Trier Township School District No. 203 (***"District"***) entered into a parking agreement to permit the District to use various Village parking lots and spaces for the District's staff, faculty, and students to park their vehicles (***"Agreement"***); and

WHEREAS, the District desires to amend the Agreement to, among other things, extend the term of the Agreement for an additional 10 years and to modify the parking locations that may be used by the District (***"Amendment"***);

WHEREAS, pursuant to the Village's home rule authority, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Amendment with the District pursuant to this Resolution;

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 the Amendment 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 AMENDMENT. 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 Amendment.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 4th day of February, 2025, pursuant to the following roll call vote:

AYES: ______________________________

NAYS: ______________________________

ABSENT: ______________________________

ABSTAIN: ______________________________

Signed

____
Village President

Countersigned:

____
Village Clerk

EXHIBIT A

FIRST AMENDMENT TO PARKING AGREEMENT

FIRST AMENDMENT TO THE PARKING AGREEMENT BETWEEN
NEW TRIER HIGH SCHOOL AND THE VILLAGE OF WINNETKA

THIS FIRST AMENDMENT (***"First Amendment"***), effective January 1, 2025, is made by and between the **BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203** (***"New Trier"***) and the **VILLAGE OF WINNETKA**, Cook County, Illinois ("***Village***").

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

SECTION 1. RECITALS.

A. New Trier and the Village entered into that certain Parking Agreement (***"Agreement"***) effective September 1, 2006, pursuant to which the Village has allowed New Trier to control and administer Parking Premises located in one or more Parking Locations owned by the Village on School Days during the Contract Term, and allows New Trier students, faculty and/or staff to park in the identified Parking Premises. Capitalized terms not defined herein will have the definitions given them in the Agreement.

B. New Trier and the Village desire to amend the Agreement to, among other things, modify the Parking Premises and Parking Locations, and extend the Contract Term.

SECTION 2. AMENDMENT TO AGREEMENT. The Agreement is hereby amended as follows:

A. SECTION 3. Parking Spaces Reserved. Commencing January 1, 2025, Section 3 of the Agreement is modified as follows:

i. The total number of parking spaces in the Parking Premises is reduced from 360 to 312.

ii. The Parking Locations are modified as follows:

1. Indian Hill North Lot (including Sunset Road lot) – 147 spaces
2. Winnetka Avenue (from Wilson to Sheridan) – 64 spaces
3. Wilson Avenue (from Winnetka to Hill) – 25 spaces
4. Woodland Ave. (from Winnetka to Sunset) – 10 spaces
5. Essex Rd (from Winnetka to Sunset) – 34 spaces
6. Sunset Rd. (from east terminus to Wilson) – 32 spaces

iii. Section 3.B.1 and Section 3.B.2 of the Agreement are deleted. The distribution of Parking Premises will be as set forth above, subject to the Village's right to modify the distribution of Parking Premises and the Parking Locations as set forth in Section 3.B.3 and Section 3.B.4 of the Agreement.

B. SECTION 4: **Contract Term**. Effective January 1, 2025, Section 4 of the Agreement is amended to extend the Contract Term for a period of 10 years, commencing January 1, 2025, through December 31, 2035 (the "***Contract Term***"). Upon the expiration of the Contract Term, this Agreement will automatically renew for successive one-year periods beginning January 1, 2036 (each a "***Renewal Term***"). Either party may terminate this Agreement at the end of any Contract Year by providing written notice to the other party no later than June 30 of the preceding Contract Year. A "***Contract Year***" is defined as any calendar year during which this Agreement remains in effect, from January 1 through December 31 of such year.

C. **SECTION 5**: **Compensation**. Commencing January 1, 2025, the Annual Contract Fees will be as follows:

January 1, 2025 – December 31, 2029 $200,000 per year

Commencing January 1, 2030, the Annual Contract Fee will be adjusted on an annual basis to reflect changes in the Consumer Price Index (CPI) utilized for Property Tax Extension Limitation Law (PTELL) calculations. The CPI for the calendar year ending December 31, 2029, will serve as the base year CPI. For each subsequent Contract Year, the Annual Contract Fee will be increased by a percentage equal to the percentage change in the CPI from the base year CPI to the most recent calendar year CPI published prior to the commencement of the Contract Year, with a maximum increase of 5%. In no event will the Annual Contract Fee be decreased based on changes in the CPI. Any decrease in the CPI will result in no adjustment to the Annual Contract Fee for that Contract Year. The Village will provide written notice to New Trier of the adjusted Annual Contract Fee prior to the commencement of each applicable Contract Year. The CPI to be utilized for the adjustment will be the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, or any successor index that replaces it for PTELL purposes.

The Annual Contract Fees will continue to be paid to the Village in two equal installments on March 1 and September 1 of each year. All payments to the Village will be directed to the attention of the Finance Director at the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois 60093.

SECTION 3. INTERPRETATION; RELATIONSHIP TO THE AGREEMENT.

A. **Conflicts.** This First Amendment is intended to modify and amend the Agreement. Therefore, to the extent that the terms and provisions of this First Amendment conflict with or are inconsistent with the Agreement, the terms and provisions of this First Amendment will control.

B. **Survival of Agreement Terms.** Except as specifically modified in this First Amendment, all terms, conditions, and provisions of the Agreement will remain in full force and effect; provided, however, that any other provision of the Agreement will be deemed to be modified as necessary to give practical effect to the provisions of this First Amendment.

C. **Validity and Integration of Agreement and First Amendment.** The Parties acknowledge and assert that the Agreement and this First Amendment are valid and enforceable, and the parties hereby waive any current or future claims against the validity and enforceability of the Agreement and First Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment pursuant to all requisite authorizations as of the date first above written.

BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 203 (NEW TRIER), COOK COUNTY, ILLINOIS

By:______________________________________
President of the Board of Education

Attest: ______________________________
Secretary of the Board of Education

VILLAGE OF WINNETKA

By:______________________________________
Village President

Attest: ______________________________
Village Clerk

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-16-2025: Approving a Service Agreement with Municipal GIS Partners, Inc. for Geographic Information System Services and a Letter Agreement with the Village of Kenilworth Regarding Geographic Information System Services (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: February 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The Village of Winnetka is a member of the Geographic Information Systems Consortium (GISC), a public entity that was formed in 1999 to help small and medium-size communities meet the challenges of developing effective information system solutions. The GISC model is based on creating economies-of-scale that reduce cost and risk for its 40+ municipal members. The model provides for a contractual staffing arrangement with a service provider, who provides staffing and training for the management, development, operation, and maintenance of the Village's Geographic Information System (GIS), while the Village provides the necessary computer hardware, software, and office facilities.

EXECUTIVE SUMMARY:
This is a new contract with Municipal GIS Partners (MGP), the GISC's selected service provider, for GIS support services. The GISC board performs a service provider evaluation every 3 years. MGP has been the service provider for the GIS Consortium since 1999 and has been re-selected numerous times during this period as the best vendor for these services. The contract consists of a master service provider agreement.

The GISC model evaluates communities based on land area and number of parcels, to determine appropriate sharing of staff. Winnetka is allocated 30% of a staff person, meaning we have a GIS staff person in house three days every two weeks, or 30% of the time. The GISC model has a minimum allocation level of 20%, or one day per week, which works well for most communities but, when combined with necessary Information Technology infrastructure purchases, can pose an obstacle for small communities. To address this obstacle, GISC created a membership category - "associate member" - that allows small agencies to partner with an existing full GISC member community to join GISC at an allocation of less than 20%. Under a partnership, the full member is billed for the associate member's allocation and is reimbursed by the associate member, through an agreement acceptable to both the full and associate members.

Kenilworth, approached Winnetka and GISC about the partnering with Winnetka as an associate member. The Village and GISC agreed, and the Village approved an intergovernmental letter agreement with Kenilworth in 2017. Adding Kenilworth as an associate member increased Winnetka's allocation from 30% to 40% (from 3 days every two weeks to 4 days per week). Winnetka uses existing GIS technology resources to host the system, and the specialist resides in Winnetka at the Village Yard. Winnetka's annual GISC staffing expense for 2025 is $96,130, of which $24,069 (25%) will be reimbursed by Kenilworth. The attached Statement of Work includes Kenilworth's staffing component. Kenilworth and Winnetka have determined that a simple letter agreement would be sufficient to establish the necessary contractual relationship for Kenilworth's associate membership.

For FY 2025 MGP has provided an estimate of 659 direct program hours needed to perform these services.

The contractual maximum, not-to-exceed figure is $96,130. This represents a one time increase of $4,140.28 from the prior year’s contract amount for program hour reallocations. The Village has budgeted $121,527 in its FY 2025 operating budget for the GIS program, which includes this contract, software support, aerial photography, and mapping services.

In the last year, the work completed under this agreement includes updating and maintaining data, including annual data updates from the County Assessor and planimetric and topographic data obtained via aerial photogrammetry. MGP staff also provided significant support to Village staff in implementing and improving several asset management projects. In the upcoming year, MGP will be providing continuing support for the stormwater utility, including updates of impermeable surface data to keep the utility information current, as well as implementing tablet display, collection, and management of data, allowing field personnel access to detailed mapping and infrastructure information.

RECOMMENDATION:

Consider adopting Resolution No. R-16-2025, authorizing a new GIS staffing agreement including the additional Kenilworth allocation for the period January 1 - December 31, 2025, for a total amount not to exceed $96,130. The resolution also authorizes the Finance Department to invoice Kenilworth for their share of costs for this service agreement.

ATTACHMENTS:

1. Resolution No. R-16-2025: Approving a Service Agreement with Municipal GIS Partners, Inc.

RESOLUTION NO. R-16-2025

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH MUNICIPAL GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES AND A LETTER AGREEMENT WITH THE VILLAGE OF KENILWORTH REGARDING GEOGRAPHIC INFORMATION SYSTEM SERVICES

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, 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 January 1, 2015, the Village entered into that certain GIS Consortium (***"Consortium"***) Service Provider Contract (***"Prior Contract"***) with Municipal GIS Partners, Inc. (***"Consultant"***), for the performance of geographic information system services (***"Services"***); and

WHEREAS, the Consultant and the Village now desire to enter into a new contract for the Services (***"New Contract"***) and a statement of work for the Services to be provided during the 2025 calendar year for an amount not to exceed $96,130 (***"SOW"***) (the SOW and New Contract are, collectively, ***"Contract"***); and

WHEREAS, the Consortium allows small communities that require less than the minimum staffing allocation for the Services (***"Associate Member"***) to partner with an existing full Consortium member, whereby the full Consortium member is billed for the Associate Member's staffing allocation, and the Associate Member reimburses the full Consortium member for the increased costs; and

WHEREAS, the Village of Kenilworth (***"Kenilworth"***) desires to partner with the Village as an Associate Member of the Consortium, which will increase the Village's staffing allocation by 10 percent, the cost of which will be reimbursed by Kenilworth pursuant to a letter agreement (***"Letter Agreement"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to (1) enter into the Contract with Consultant; and (ii) enter into the Letter Agreement with Kenilworth;

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.

<u>SECTION 2</u>: <u>APPROVAL OF CONTRACT</u>. 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.

<u>SECTION 3</u>: <u>AUTHORIZATION TO EXECUTE CONTRACT</u>. 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 Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Consultant 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.

<u>SECTION 4</u>: <u>APPROVAL OF LETTER AGREEMENT</u>. The Village Council hereby approves, pursuant to the Village's home rule power, the Letter Agreement in a form acceptable to the Village Manager and the Village Attorney.

<u>SECTION 5</u>: <u>AUTHORIZATION TO EXECUTE LETTER AGREEMENT</u>. 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 Letter Agreement after receipt by the Village Attorney of two executed copies of the final Letter Agreement from the Village Manager; provided, however, that if the Village Attorney does not receive two executed copies of the final Agreement from Kenilworth within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

<u>SECTION 6:</u> <u>EFFECTIVE DATE</u>. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 4th day of February, 2025, pursuant to the following roll call vote:

AYES: ______________________________

NAYS: ______________________________

ABSENT: ______________________________

ABSTAIN: ______________________________

Signed

____

Village President

Countersigned:

____

Village Clerk

EXHIBIT A

NEW CONTRACT AND SUPPLEMENTAL STATEMENT OF WORK

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "***Contract***") made and entered into this 1st day of January, 2025 (the "***Effective Date***"), by and between the Village of Winnetka, an Illinois municipal corporation (hereinafter referred to as the "***Municipality***"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "***Consultant***").

WHEREAS, the Municipality is a member of the Geographic Information System Consortium ("***GISC***");

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "***Services***") in connection with the Municipality's geographical information system **(**"***GIS***");

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1
SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as ***Attachment 1*** ("***Statement of Work***"), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2
PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work**.**

SECTION 3
RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4
PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5
TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6
TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7
CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("***Consultant Personnel***") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8
ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9
CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant herby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10
LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11
CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12
GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Act***"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Applicable Regulations***")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "***Department***") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 <u>No Collusion</u>. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq*.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et *seq*.

12.3 <u>Sexual Harassment Policy</u>. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 <u>Compliance with Laws and Grants</u>. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 <u>Assignments and Successors</u>. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

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

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

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

12.14 Good Faith Negotiation**.** Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("***Dispute***"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality:	Village of Winnetka 510 Green Bay Rd Winnetka, IL 60093 Attention: Jim Bernahl E-mail: jbernahl@winnetka.org
If to Consultant:	Municipal GIS Partners, Incorporated 701 Lee Street, Suite 1020 Des Plaines, IL 60016 Attention: Thomas Thomey E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[**REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

By: ______________________
Name: ______________________
Its: ______________________

VILLAGE OF WINNETKA

By: ______________________
Name: ______________________
Its: ______________________

ATTEST:

By: [redacted]
Name: Donna Thomey
Its: Management Support Specialist

CONSULTANT: MUNICIPAL GIS PARTNERS, INCORPORATED

By: [redacted]
Name: Thomas A. Thomey
Its: President

<u>Attachment 1</u>

Statement of Work
to
GIS Consortium Service Provider Contract

(see attached)

Municipal GIS Partners

www.mgpinc.com

Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Winnetka (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours
The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support
The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2025, through December 31, 2025

Direct Program Hours: 659.00

Onsite presence: Average of 6.18 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses
The fee for the staffing allocation set forth above is $8,010.77 per month. The total contract value for the agreement period is $96,129.24. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

<u>Primary Layers:</u>
Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

<u>Municipality Priority Layers</u>
The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

<u>Data Quality</u>
One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. Address Pre-Check: A tool to standardize address data in Municipality systems and workflows
2. Address Verification: A product to assess and score community address quality across department systems
3. Asset Management and Manager Dashboards: A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. Community Map Viewer: A publicly accessible map viewer designed for residents and businesses
5. Community-Portal: An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. Emergency Management Suite: A tool to centralize emergency event data collection, monitoring, and communication for better decision-making and resource planning
7. Local Government Data Model: A database standard developed for, an in partnership with, members of the GISC
8. myGIS: A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. Real-Time Solutions: A tool to consume an visualize data from real-time sensors and assets
10. Story Maps: A customizable web application to communicate information to the public in a simple and meaningful way

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

Attachment 2

Insurance
to
GIS Consortium Service Provider Contract

(see attached)

Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

   2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto” with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.

   3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. <u>Minimum Limits of Insurance</u>: Consultant shall maintain limits no less than:

   1. <u>Commercial General Liability</u>: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

   2. <u>Business Automobile Liability</u>: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. <u>Workers' Compensation and Employers' Liability</u>: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.