
PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Meghan M. Kooi



TRUSTEES
Scott F. Mesick
Michael L. Sheehan
James P. Kucera
Robert T. Lautner
Jamie M. Zaura
Amanda G. Seidel

VILLAGE BOARD MEETING

Tuesday, August 25, 2020 – 7:30 p.m.

Via Teleconference due to COVID-19 Pandemic

Members of the public are encouraged to attend this meeting.

Join this meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/222922685>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122) /Access Code: 222-922-685

Public Comments may be submitted prior to and up until 5:00 p.m. on the day of the meeting via email: info@lagrangepark.org. Please put Public Comment in the subject line and reference the meeting your comment is intended for. You may also submit your comments by calling (708) 354-0225, Monday through Fridays, from 9:00 a.m. – 4:30 p.m.

AGENDA

- 1. Call Meeting to Order**
- 2. Village President Statement: This meeting is being held *remotely* as a meeting with a quorum of the public body physically present is not practical or prudent due to the State's declaration of a disaster due to the impacts of COVID-19**
- 3. Confirm All Participants Can Hear & Reminder That All Motions Need To Be Passed By A Roll Call Vote**
- 4. Pledge of Allegiance**
- 5. Roll Call:** The members of the public body participating in such meeting remotely by audio are considered present for the purpose of establishing a quorum
- 6. Public Participation (Agenda Related Items Only)**
- 7. Consent Agenda (Roll Call Vote)**

No discussion. Trustees wishing to discuss any of the items below MUST request that the item be removed from the Consent Agenda prior to motion to approve.

A. Approval of Minutes

- i. Village Board Meeting –July 28, 2020*
- ii. Village Board Work Session – August 11, 2020*

447 N. Catherine Avenue, La Grange Park, Illinois 60526-2099
708/354-0225 * Fax 708/354-0241 * www.lagrangepark.org

VILLAGE BOARD MEETING

August 25, 2020 – 7:30 p.m.

AGENDA (continued – Page 2)

iii. *Executive Session Meeting – August 11, 2020*

- B. *Action – Intergovernmental Agreement for Coronavirus Relief Funds (CRF) – Motion: To Approve A Resolution Authorizing The Execution Of An Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds between County of Cook, Illinois and Village of La Grange Park (Subrecipient), Illinois*
- C. *Action – Motion to Authorize the President and Chairperson of the Finance Committee to Sign the Register for Bills, and Authorize the Treasurer and Village Clerk to Sign Checks in Payment of Operating Bills and Salaries as Itemized in the Check Registers*
- D. *Action – Motion to Authorize the Village Treasurer and Village Clerk to Sign Checks in the Payment of Payroll and Other Bills that Become Due Between this Date and the Next Village Board Meeting with Subsequent Approval of the Payroll Register and Voucher Register by the Board of Trustees at its Next Meeting*

8. Village Manager’s Report

9. Administration Committee – Amanda Seidel, Chairman

A. Monthly Report

10. Building & Zoning Committee – Jamie Zaura, Chairman

A. Monthly Report

11. Engineering & Capital Projects Committee – James Kucera, Chairman

A. Monthly Report

12. Public Safety Committee – Robert Lautner, Chairman

A. Monthly Report – Police Department

B. Monthly Report – Fire Department

C. Discussion & Action – Purchase of A 2021 Police Interceptor – *Motion: To Authorize Staff to Purchase a New 2021 Ford Interceptor Utility (Police Patrol Package), for a Cost of \$33,039.00, from Currie Motors Fleet, in Frankfort, IL, Through the Suburban Purchasing Cooperative Contract #152 With a Not to Exceed Amount of \$41,000.00 to Cover the Equipment and Up-Fitting*

VILLAGE BOARD MEETING
August 25, 2020 – 7:30 p.m.

AGENDA (continued – Page 3)

- 13. Public Works Committee** – Michael Sheehan, Chairman
- A. Monthly Report
 - B. Discussion & Action – Agreement With the GIS Consortium to Provide Informational Systems Services – *Motion: To Approve the Membership Agreement for a Geographic Information System Consortium and a GIS Consortium Service Provider Contract with Municipal GIS Partners, Incorporated and Authorize the Village President to Execute all Required Documents*
- 14. Finance Committee** – Scott Mesick, Chairman
- A. Monthly Report
- 15. Other Reports**
- A. Village Clerk
 - B. Village Treasurer
 - C. Commercial Revitalization Committee – James Kucera, Chairman
 - 1. Monthly Report
 - D. Village Engineer
 - E. Village Attorney
 - F. Committee and Collectors Report
 - Action (**Roll Call Vote**) – Motion: To Approve Committee and Collectors Report as Presented*
- 16. Village President**
- A. Discussion & Action – Appointments to the Youth Commission – *Motion: To Appoint Ms. Katie Beyer to the Village of La Grange Park Youth Commission to Fill a Term Expiring on September 1, 2021; and to Appoint Ms. Connie Anagnos, Ms. Audrey Topazian, Mr. Owen Myers, and Ms. Sophia Marczuk to the Village of La Grange Park Youth Commission for Terms to Expire on September 1, 2022*
 - B. Proclamation – Recognizing September as National Suicide Prevention and Action Month
- 17. Public Participation (Non-Agenda Related Items Only)**
- 18. New Business**
- 19. Executive Session**
- 20. Adjourn**

Items of Interest:

Village Board Work Session, September 8, 2020

Village Board Meeting, September 22, 2020



Rules for Public Comment

Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name before beginning your comments.
2. After announcing your name for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Assistant Village Manager Emily Rodman at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Consent Agenda Items Divider

Village Board Agenda Memo

Date: August 5, 2020

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager

RE: **Intergovernmental Agreement for Coronavirus Relief Funds (CRF)**

PURPOSE: To Approve a Resolution for an Intergovernmental and Subrecipient Agreement between Cook County and the Village for Coronavirus Relief (CARES Act) Funds.

GENERAL BACKGROUND:

Cook County received approximately \$429 million from the U.S. Treasury from the Federal CARES Act. Under the Act, units of local government with a population exceeding 500,000 are eligible to receive this funding and can distribute these funds to municipalities for expenses related to coronavirus. Per the CARES Act, these funds are not eligible for loss of revenues and are only authorized for direct COVID-19 expenses. Cook County has chosen to allocate \$51 million of this relief among the municipalities located within Cook County. Cook County developed a funding allocation based upon a number of factors and have determined that La Grange Park's share is \$322,534.31.

Each municipality must apply for this funding allocation (CRF Application) and it will be contingent on eligible cost reimbursement. Suburban Municipalities must include a signed Intergovernmental Agreement with their CRF Application. Pursuant to 5 ILCS 220/5, each municipality must submit a resolution along with their IGA evidencing that the governing body of that municipality has approved the IGA. Additionally, all subrecipients must indicate to the County by September 30, 2020, if it expects to fully expend all of its allocated funds by December 30, 2020. Village staff anticipates that based upon funding eligibility requirements, that we will expend all of the funds allocated to our community.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution at the August 25th Village Board Meeting.

MOTION/ACTION REQUESTED:

This item is for discussion at the August 11th Work Session. If there is a Board consensus, it will be placed on the consent agenda for the August 25th Board Meeting.

Motion: To Approve A Resolution Authorizing The Execution Of An Intergovernmental And Subrecipient Agreement For Coronavirus Relief Funds Between County of Cook, Illinois And Village of La Grange Park (Subrecipient), Illinois.

DOCUMENTATION:

- Resolution
- Intergovernmental and Subrecipient Agreement (IGA)
- Cook County Allocations

RESOLUTION NO. 20-18

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS BETWEEN COUNTY OF COOK, ILLINOIS AND VILLAGE OF LA GRANGE PARK (SUBRECIPIENT), ILLINOIS.

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") to provide resources to help governments, businesses and individuals respond to the Pandemic; and

WHEREAS, the CARES Act created the Coronavirus Relief Fund (the "CRF") to provide financial resources to state and local governments with a population of 500,000 or more residents; and

WHEREAS, Cook County has chosen to allocate \$51,000,000 of its CRF among the 134 municipalities located within Cook County through an application process; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and Sections 11-1-2.1 and 1-4-6 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1 and 65 ILCS 5/1-4-6 *et seq.*), public agencies are empowered to enter into intergovernmental agreements to support matters of mutual interest as provided by law; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of La Grange Park that it is in the best interest of the Village and its residents to submit a Cook County Suburban Municipality Application for Coronavirus Relief Funds for funds provided to Cook County under the CARES Act and enter into an intergovernmental and subrecipient agreement with the County of Cook, Illinois.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of La Grange Park, Illinois, as follows:

1. That the Village is authorized to submit a Cook County Suburban Municipality Application for Coronavirus Relief Funds provided to Cook County under the CARES Act.
2. That the Village President is authorized to sign the Intergovernmental and Subrecipient Agreement, and the Village Clerk is authorized to attest to the agreement.
3. That the Village Manager is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer and enforce this Resolution.

Resolution No 20-18

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 25th day of August, 2020.

YES:

NOS:

ABSENT:

Approved this 25th day of August, 2020.

James L. Discipio, Village President

ATTEST: _____
Meghan M. Kooi, Village Clerk

(Approved as to form by Village Attorney Cathy Keating on: 08/05/2020)

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT
FOR
CORONAVIRUS RELIEF FUNDS**



Between

COUNTY OF COOK, ILLINOIS

And

VILLAGE OF LA GRANGE PARK

**(Cook County, Illinois Suburban Municipality, Township or Fire Protection District
(Subrecipient))**

Entered into this 25th day of August, 2020

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): **Village of La Grange Park, Illinois.**
- Subrecipient's unique entity identifier (DUNS): **060369022**
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: **\$322,534.31.**
- Federal Award Program Description:
Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.
- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: SuburbanCovidFundingRequest@cookcountyil.gov
- Award is for Research & Development (R&D): NO

THIS AGREEMENT entered this **25th** day of **August**, 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called “Cook County”), and the **Village of La Grange Park** (herein called “Subrecipient”). Cook County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, Cook County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury; and

WHEREAS, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

WHEREAS, Cook County acknowledges that there are local municipalities within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”).
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. NOTICES

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

Ammar M. Rizki
Chief Financial Officer
Cook County Bureau of Finance
118 N. Clark Street, Suite 1127
Chicago, IL 60602
SuburbanCovidFundingRequest@cookcountyil.gov

Name of Subrecipient: **Village of La Grange Park**
Address: **447 N. Catherine Avenue**
La Grange Park, IL 60526
Email: **jcedillo@lagrangepark.org**

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees,

expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cook County under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any

subcontractors pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
 2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- L. **Governing Law and Venue.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify Cook County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds

allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

Cook County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

J. Payment & Reporting Procedures

1. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

- a. Requests for reimbursement or funding must be submitted via email to SuburbanCovidFundingRequest@cookcountyil.gov. Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the

funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc... to substantiate eligible expenses. Subrecipient must indicate to the County by September 30, 2020 its intent (or not) to fully expend its allocated funds by December 30, 2020. In the case the subrecipient reports to Cook County that it anticipates spending less than its entire allocation, the County will reduce the subrecipient's total allocation by the anticipated unused amount. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

VI. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII, WAIVER

Cook County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

VILLAGE OF LA GRANGE PARK

Signed: _____

Its Duly Authorized Agent

Printed Name: James L. Discipio

Title: Village President

Date: August 25, 2020

COOK COUNTY, ILLINOIS

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Signed: _____

Office of the Cook County State's Attorney

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase.
 - COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient's receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook

County, Illinois, and the Village of La Grange Park on August 25, 2020. Any such funds received by the Subrecipient shall be referred to herein as "additional funds."

Additional funds received by the Subrecipient that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Subrecipient: Village of La Grange Park

Signed: _____
Its Duly Authorized Agent

Printed Name: James L. Discipio

Title: Village President

Date: August 25, 2020

Allocation of CARES ACT Funding to Suburban Cook Municipalities**

<u>MUNICIPALITY</u>	<u>Allocation Score</u>	<u>Population</u>	<u>Pop Allocation \$</u>	<u>Remainder allocation \$</u>	<u>% Pop in COOK</u>	<u>Final Allocation</u>
Cicero	87.78	80,796	\$ 477,054.13	\$ 585,858.64		\$ 1,062,912.77
Berwyn	70.00	54,391	\$ 321,147.72	\$ 467,203.73		\$ 788,351.45
Harvey	93.33	24,408	\$ 144,115.27	\$ 622,938.30		\$ 767,053.57
Dolton	92.22	22,348	\$ 131,952.15	\$ 615,522.37		\$ 747,474.52
Chicago Heights	83.33	29,322	\$ 173,129.63	\$ 556,194.91		\$ 729,324.54
Calumet City	76.67	35,913	\$ 212,045.71	\$ 511,699.32		\$ 723,745.03
Blue Island	84.44	22,899	\$ 135,205.49	\$ 563,610.84		\$ 698,816.33
Maywood	82.22	23,158	\$ 136,734.73	\$ 548,778.98		\$ 685,513.71
Oak Lawn	53.33	55,022	\$ 324,873.41	\$ 355,964.74		\$ 680,838.16
Markham	91.11	12,314	\$ 72,707.12	\$ 608,106.44		\$ 680,813.56
Melrose Park	76.67	24,703	\$ 145,857.07	\$ 511,699.32		\$ 657,556.39
Riverdale	86.67	13,077	\$ 77,212.20	\$ 578,442.71		\$ 655,654.91
Robbins	93.33	5,438	\$ 32,108.28	\$ 622,938.30		\$ 655,046.58
Summit	84.44	11,116	\$ 65,633.62	\$ 563,610.84		\$ 629,244.46
Burnham	90.00	4,088	\$ 24,137.30	\$ 600,690.51		\$ 624,827.81
Wheeling	58.89	38,646	\$ 228,182.51	\$ 393,044.40	100%	\$ 621,226.91
Evanston	27.78	73,473	\$ 433,816.01	\$ 185,398.30		\$ 619,214.31
Des Plaines	40.00	58,899	\$ 347,764.88	\$ 266,973.56		\$ 614,738.44
Bellwood	73.33	18,672	\$ 110,247.47	\$ 489,451.52		\$ 599,698.99
Burbank	64.44	28,289	\$ 167,030.35	\$ 430,124.07		\$ 597,154.42
Hometown	85.56	4,177	\$ 24,662.79	\$ 571,026.78		\$ 595,689.57
Ford Heights	86.67	2,682	\$ 15,835.67	\$ 578,442.71		\$ 594,278.38
Arlington Heights	22.22	74,760	\$ 441,415.01	\$ 148,318.64		\$ 589,733.65
Sauk Village	78.89	10,246	\$ 60,496.77	\$ 526,531.18		\$ 587,027.95
Stone Park	83.33	4,826	\$ 28,494.77	\$ 556,194.91		\$ 584,689.68
Chicago Ridge	74.44	13,928	\$ 82,236.87	\$ 496,867.45		\$ 579,104.32
Hazel Crest	74.44	13,565	\$ 80,093.56	\$ 496,867.45		\$ 576,961.02
Park Forest	82.22	21,210	\$ 125,232.91	\$ 548,778.98	85%	\$ 572,910.11
Schaumburg	18.89	72,887	\$ 430,356.01	\$ 126,070.85	100%	\$ 556,426.86
South Holland	64.44	21,296	\$ 125,740.69	\$ 430,124.07		\$ 555,864.76
Palatine	22.22	67,482	\$ 398,442.58	\$ 148,318.64		\$ 546,761.23
Phoenix	80.00	1,908	\$ 11,265.65	\$ 533,947.12		\$ 545,212.76
Stickney	75.56	6,566	\$ 38,768.47	\$ 504,283.39		\$ 543,051.86
Elmwood Park	58.89	24,098	\$ 142,284.90	\$ 393,044.40		\$ 535,329.30
Skokie	24.44	62,700	\$ 370,207.61	\$ 163,150.51		\$ 533,358.12
Lynwood	71.11	9,194	\$ 54,285.31	\$ 474,619.66		\$ 528,904.97
Dixmoor	75.56	3,563	\$ 21,037.48	\$ 504,283.39		\$ 525,320.86
Country Club Hills	63.33	16,482	\$ 97,316.78	\$ 422,708.13		\$ 520,024.91
Niles	52.22	28,938	\$ 170,862.33	\$ 348,548.81		\$ 519,411.14
Posen	72.22	5,865	\$ 34,629.47	\$ 482,035.59		\$ 516,665.06
Lansing	52.22	27,402	\$ 161,793.12	\$ 348,548.81		\$ 510,341.94
South Chicago Heights	72.22	4,003	\$ 23,635.42	\$ 482,035.59		\$ 505,671.01
Mount Prospect	27.78	53,719	\$ 317,179.95	\$ 185,398.30		\$ 502,578.25
Justice	63.33	12,608	\$ 74,443.02	\$ 422,708.13		\$ 497,151.16
Broadview	66.67	7,618	\$ 44,979.93	\$ 444,955.93		\$ 489,935.86
Orland Park	20.00	57,857	\$ 341,612.47	\$ 133,486.78	100%	\$ 475,099.25
Streamwood	34.44	39,228	\$ 231,618.89	\$ 229,893.90		\$ 461,512.78
River Grove	60.00	9,883	\$ 58,353.46	\$ 400,460.34		\$ 458,813.79
Palos Hills	53.33	17,060	\$ 100,729.53	\$ 355,964.74		\$ 456,694.28
Lyons	58.89	10,372	\$ 61,240.72	\$ 393,044.40		\$ 454,285.13
Calumet Park	61.11	7,602	\$ 44,885.46	\$ 407,876.27		\$ 452,761.73
Oak Park	21.11	52,381	\$ 309,279.82	\$ 140,902.71		\$ 450,182.53
Richton Park	55.56	13,292	\$ 78,481.65	\$ 370,796.61		\$ 449,278.26
Brookfield	51.11	18,310	\$ 108,110.07	\$ 341,132.88		\$ 449,242.95
Homewood	48.89	18,703	\$ 110,430.51	\$ 326,301.02		\$ 436,731.52
Bridgeview	50.00	16,096	\$ 95,037.67	\$ 333,716.95		\$ 428,754.61
Hoffman Estates	18.89	50,932	\$ 300,724.31	\$ 126,070.85	100%	\$ 426,795.15
Glenview	21.11	47,308	\$ 279,326.66	\$ 140,902.71		\$ 420,229.37
Glenwood	50.00	8,715	\$ 51,457.09	\$ 333,716.95		\$ 385,174.03

<u>MUNICIPALITY</u>	<u>Allocation Score</u>	<u>Population</u>	<u>Pop Allocation \$</u>	<u>Remainder allocation \$</u>	<u>% Pop in COOK</u>	<u>Final Allocation</u>
Tinley Park	16.67	55,773	\$ 329,307.64	\$ 111,238.98	87%	\$ 383,275.56
Elk Grove Village	27.78	32,400	\$ 191,303.45	\$ 185,398.30	100%	\$ 376,701.76
Park Ridge	23.33	36,950	\$ 218,168.60	\$ 155,734.58		\$ 373,903.17
Northlake	44.44	12,161	\$ 71,803.74	\$ 296,637.29		\$ 368,441.03
Midlothian	42.22	14,346	\$ 84,704.92	\$ 281,805.42		\$ 366,510.34
Evergreen Park	37.78	19,147	\$ 113,052.07	\$ 252,141.69		\$ 365,193.77
Norridge	40.00	14,152	\$ 83,559.46	\$ 266,973.56		\$ 350,533.02
Crestwood	42.22	10,706	\$ 63,212.80	\$ 281,805.42		\$ 345,018.22
Matteson	34.44	19,448	\$ 114,829.31	\$ 229,893.90		\$ 344,723.20
Morton Grove	31.11	22,796	\$ 134,597.33	\$ 207,646.10		\$ 342,243.43
East Hazel Crest	48.89	1,497	\$ 8,838.93	\$ 326,301.02		\$ 335,139.94
Hickory Hills	37.78	13,710	\$ 80,949.70	\$ 252,141.69		\$ 333,091.40
Prospect Heights	35.56	15,887	\$ 93,803.64	\$ 237,309.83		\$ 331,113.47
La Grange Park	36.67	13,178	\$ 77,808.55	\$ 244,725.76		\$ 322,534.31
Rolling Meadows	26.67	23,532	\$ 138,942.99	\$ 177,982.37		\$ 316,925.36
Oak Forest	22.22	27,173	\$ 160,441.01	\$ 148,318.64		\$ 308,759.65
Northbrook	16.67	32,958	\$ 194,598.12	\$ 111,238.98		\$ 305,837.11
Franklin Park	30.00	17,627	\$ 104,077.35	\$ 200,230.17		\$ 304,307.51
Forest Park	32.22	13,704	\$ 80,914.28	\$ 215,062.03		\$ 295,976.31
Palos Heights	32.22	12,520	\$ 73,923.43	\$ 215,062.03		\$ 288,985.47
Alsip	26.67	18,709	\$ 110,465.94	\$ 177,982.37		\$ 288,448.31
Thornton	40.00	2,401	\$ 14,176.53	\$ 266,973.56		\$ 281,150.09
Schiller Park	31.11	11,403	\$ 67,328.19	\$ 207,646.10		\$ 274,974.29
Westchester	26.67	16,117	\$ 95,161.66	\$ 177,982.37		\$ 273,144.03
Lincolnwood	28.89	12,245	\$ 72,299.72	\$ 192,814.24		\$ 265,113.95
Harwood Heights	32.22	8,333	\$ 49,201.60	\$ 215,062.03		\$ 264,263.63
Worth	30.00	10,466	\$ 61,795.74	\$ 200,230.17		\$ 262,025.91
Rosemont	35.56	4,066	\$ 24,007.40	\$ 237,309.83		\$ 261,317.23
Merrionette Park	36.67	1,858	\$ 10,970.43	\$ 244,725.76		\$ 255,696.19
Hanover Park	36.67	37,426	\$ 220,979.11	\$ 244,725.76	54%	\$ 251,480.63
Hillside	30.00	7,933	\$ 46,839.82	\$ 200,230.17		\$ 247,069.99
Bedford Park	31.11	604	\$ 3,566.27	\$ 207,646.10		\$ 211,212.37
Flossmoor	23.33	9,155	\$ 54,055.03	\$ 155,734.58		\$ 209,789.61
Elgin	44.44	110,849	\$ 654,499.89	\$ 296,637.29	22%	\$ 209,250.18
La Grange	17.78	15,322	\$ 90,467.64	\$ 118,654.91		\$ 209,122.55
Homer Glen	7.78	24,472	\$ 144,493.15	\$ 51,911.53		\$ 196,404.68
Berkeley	24.44	5,048	\$ 29,805.55	\$ 163,150.51		\$ 192,956.06
Wilmette	4.44	27,089	\$ 159,945.04	\$ 29,663.73		\$ 189,608.77
North Riverside	22.22	6,429	\$ 37,959.56	\$ 148,318.64		\$ 186,278.21
Lemont	12.22	17,291	\$ 102,093.46	\$ 81,575.25	100%	\$ 183,668.71
Olympia Fields	21.11	4,790	\$ 28,282.21	\$ 140,902.71		\$ 169,184.92
Palos Park	21.11	4,736	\$ 27,963.37	\$ 140,902.71		\$ 168,866.08
Countryside	20.00	5,933	\$ 35,030.97	\$ 133,486.78		\$ 168,517.75
Hodgkins	23.33	1,971	\$ 11,637.63	\$ 155,734.58		\$ 167,372.20
Steger	47.78	9,221	\$ 54,444.73	\$ 318,885.08	43%	\$ 160,531.82
Orland Hills	16.67	7,023	\$ 41,466.79	\$ 111,238.98		\$ 152,705.78
Bartlett	16.67	40,647	\$ 239,997.27	\$ 111,238.98	41%	\$ 144,006.86
Willow Springs	14.44	5,621	\$ 33,188.79	\$ 96,407.12		\$ 129,595.91
Riverside	11.11	8,563	\$ 50,559.61	\$ 74,159.32		\$ 124,718.94
Western Springs	5.56	13,359	\$ 78,877.25	\$ 37,079.66		\$ 115,956.91
Forest View	16.67	666	\$ 3,932.35	\$ 111,238.98		\$ 115,171.33
Buffalo Grove	13.33	40,494	\$ 239,093.89	\$ 88,991.19	33%	\$ 108,268.08
Indian Head Park	12.22	3,719	\$ 21,958.57	\$ 81,575.25		\$ 103,533.82
River Forest	5.56	10,816	\$ 63,862.29	\$ 37,079.66		\$ 100,941.95
Winnetka	3.33	12,316	\$ 72,718.93	\$ 22,247.80		\$ 94,966.73
Inverness	5.56	7,376	\$ 43,551.06	\$ 37,079.66		\$ 80,630.72
McCook	10.00	220	\$ 1,298.97	\$ 66,743.39		\$ 68,042.36
Glencoe	1.11	8,826	\$ 52,112.48	\$ 7,415.93		\$ 59,528.41
Barrington	5.56	10,217	\$ 60,325.54	\$ 37,079.66	55%	\$ 53,572.86
Northfield	2.22	5,386	\$ 31,801.25	\$ 14,831.86		\$ 46,633.11

<u>MUNICIPALITY</u>	<u>Allocation Score</u>	<u>Population</u>	<u>Pop Allocation \$</u>	<u>Remainder allocation \$</u>	<u>% Pop in COOK</u>	<u>Final Allocation</u>
South Barrington	1.11	4,996	\$ 29,498.52	\$ 7,415.93		\$ 36,914.45
Roselle	13.33	22,463	\$ 132,631.16	\$ 88,991.19	16%	\$ 35,459.57
Burr Ridge	3.33	10,758	\$ 63,519.83	\$ 22,247.80	36%	\$ 30,876.35
Kenilworth	1.11	2,475	\$ 14,613.46	\$ 7,415.93		\$ 22,029.39
Hinsdale	5.56	17,637	\$ 104,136.39	\$ 37,079.66	13%	\$ 18,358.09
Golf	2.22	493	\$ 2,910.88	\$ 14,831.86		\$ 17,742.75
University Park	58.89	6,887	\$ 40,663.79	\$ 393,044.40	4%	\$ 17,348.33
Barrington Hills	1.11	4,190	\$ 24,739.55	\$ 7,415.93	52%	\$ 16,720.85
Deerfield	10.00	18,646	\$ 110,093.96	\$ 66,743.39	1%	\$ 1,768.37
Deer Park	1.11	4,225	\$ 24,946.21	\$ 7,415.93	1%	\$ 323.62
Bensenville	33.33	18,044	\$ 106,539.49	\$ 222,477.96	0%	-
East Dundee	15.56	3,216	\$ 18,988.64	\$ 103,823.05	0%	-
Elmhurst	7.78	46,746	\$ 276,008.37	\$ 51,911.53	0%	-
Frankfort	4.44	19,373	\$ 114,386.48	\$ 29,663.73	0%	-
Oak Brook	0.00	8,016	\$ 47,329.89	-	0%	-

** Sorted from highest to lowest allocation

Public Safety Committee Divider

Robert Lautner, Chairman

Jamie Zaura

Amanda Seidel

Village Board Agenda Memo

Date: August 25, 2020

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager 
Tim Contois, Chief of Police 

Re: Purchase of a 2021 Police Interceptor

PURPOSE:

To approve the purchase of a new 2021 Ford Utility Police Interceptor AWD with accessories.

GENERAL BACKGROUND:

The FY20/21 budget includes finances allocated for the purchase of a new 2021 patrol vehicle. With the addition of this new vehicle to the fleet, a 2009 Ford Escape with over 180,000 miles will be phased out.

In planning for and pursuing replacement, Police Department staff evaluated current needs, and investigated which vehicles were available for purchase through state and joint purchasing programs. Staff has determined that our best option is to purchase a 2021 Ford Interceptor Utility (all-wheel drive) available through the Suburban Purchasing Cooperative, which the Police Department has utilized in the past to purchase some vehicles.

This vehicle will be all-wheel drive which will better accommodate emergency responses in in climate weather. The purchase of this vehicle will also replicate the purchase of the 2020 Ford Utility Police Interceptor purchased last fiscal year.

There will be some ancillary costs associated with the purchase of the Ford Interceptor Utility, such as the installation of radios, emergency lighting, and lettering, which brings the total price to approximately \$41,000.00. The village has budgeted \$41,000.00 in the Capital Projects fund (07-40-4-442). At this time, staff plans to sell the unit we are taking out of service.

With the current status of the COVID-19 pandemic, the Ford Motor Company plant is only running two shifts while having to maintain social distancing. If we order now, the anticipated delivery date is March or April of 2021.

RECOMMENDATION:

After evaluation and consideration, staff recommends entering into an agreement with Currie Motors Fleet, of Frankfort, IL, for the purchase of a 2021 Ford Interceptor Utility in the amount of \$33,039.00 with a not to not exceed of \$41,000.00 to cover the equipment and up fitting costs.

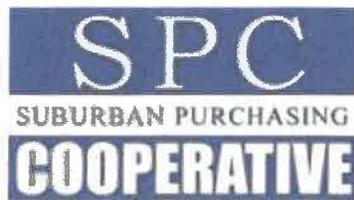
MOTION / ACTION REQUESTED:

This item is for discussion and action.

Motion authorizing staff to purchase a new 2021 Ford Interceptor Utility (Police Patrol Package), for a cost of \$33,039.00, from Currie Motors Fleet, in Frankfort, IL, through the Suburban Purchasing Cooperative Contract # 152 with a not to exceed amount of \$41,000.00 to cover the equipment and up fitting.

DOCUMENTATION:

- Supplemental Information including SPC Contract details, quote, specs, etc.



2021 Ford Utility Police Interceptor AWD Hybrid Contract #152



Currie Motors Commercial Center
Your Full Line Municipal Dealer

"Nice People to do Business With"

**HYBRID MOTOR STANDARD
MARK OPTION 99B FOR GASOLINE MOTOR**

**ORDER CUT OFF APRIL 2021
PRODUCTION BEGINS SEPTEMBER 2020**



2021 Ford Utility Police Interceptor AWD Hybrid Contract #152 \$35,259

MECHANICAL

- 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System
- Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds
- Lithium-Ion Battery Pack
- Brakes – Police calibrated high-performance regenerative braking system
- 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Brake Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty DC/DC converter – 220-Amp (in lieu of alternator)
- H7 AGM Battery (Standard; 800 CCA/80-amp)
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Idle Hour Meter
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty
- 50-State Emissions System

INTERIOR/COMFORT

- Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
- Cargo Hooks
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks – Power – Rear-Door Handles and Locks Operable ● Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting – Overhead Console – Red/White Task Lighting in
- Overhead Console – 3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
- Sun visors, color-keyed, non-illuminated

INTERIOR/COMFORT (CONTINUED)

- Seats – 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters – 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) – 1st Row – Passenger 2-way manual track (fore/aft. with manual recline) – Built-in steel intrusion plates in both driver/passenger seatbacks – 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
 - Universal Top Tray – Center of I/P for mounting aftermarket equipment
 - Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature
- ### EXTERIOR
- Antenna, Roof-mounted Cladding – Lower bodyside cladding MIC ● Door Handles – Black (MIC)
 - Exhaust True Dual (down-turned)
 - Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
 - Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
 - Grille – Black (MIC)
 - Headlamps – Automatic, LED Low-and-High-Beam Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature) – Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature) – Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 - Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
 - Spare – Full size 18" Tire w/TPMS
 - Spoiler – Painted Black Tailgate Handle – (MIC)
 - Tail lamps – LED
 - Tires – 255/60R18 A/S BSW
 - Wheel-Lip Molding – Black (MIC)
 - Wheels – 18" x 8.0 painted black steel with wheel hub cover
 - Windshield – Acoustic Laminated
- ### POLICE UPFIT FRIENDLY
- Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
 - Console mounting plate
 - Dash pass-thru opening for aftermarket wiring
 - Headliner – Easy to service
 - Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested
- Note:** The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes
- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned gyroscopic sensors work seamlessly with the ABS
- Rear Video Camera with Washer (standard)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

FUNCTIONAL

- Audio — AM/FM / MP3 Capable / Clock / 4-speakers — Bluetooth® interface — 4.2" Color LCD Screen Center-Stack "Smart Display" Note: Standard radio does not include USB Port or Aux. Audio Input ● Jack; Aux. Audio Input Jack requires SYNC 3®
 - Easy Fuel® Capless Fuel-Filler
 - Ford Telematics™ – Includes Ford Modem and complimentary 2- year trial subscription
 - Front door tether straps (driver/passenger)
 - Power pigtail harness
 - Recovery Hooks; two in front and trailer bar in rear
 - Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
 - Two-way radio pre-wire
 - Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
 - Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

<input checked="" type="checkbox"/>	99B	3.3L V-6 TIVCT Gasoline Motor	-\$3,165
<input type="checkbox"/>	99C	3.0 V-6 Eco-Boost Engine	\$743
<input type="checkbox"/>	41H	Engine Block Heater	\$85
<input type="checkbox"/>	19K	H8 AGM Battery (900 CCA/92 AMP)	\$103
<input checked="" type="checkbox"/>	43D	Dark Car Feature—Courtesy Lights Inoperative	\$24
<input type="checkbox"/>	942	Daytime Running Lights	\$42
<input type="checkbox"/>	17T	Dome Lamp Red/White Cargo Area	\$47
<input type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb—Unity	\$371
<input checked="" type="checkbox"/>	51T	Spot Light Drivers Side LED Bulb—Whelen	\$394
<input type="checkbox"/>	51S	Spot Light Dual LED Bulbs—Unity	\$582
<input type="checkbox"/>	51V	Spot Light Dual LED Bulbs—Whelen	\$625
<input type="checkbox"/>	51P	Spot Lamp Prep Kit—Driver Side (does not include housing & bulb)	\$132
<input type="checkbox"/>	51W	Spot Lamp Prep Kit—Dual Side (does not include housing & bulb)	\$264
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue	\$517
<input type="checkbox"/>	60A	Prewiring Grille Lamp, Siren, Speaker	\$47
<input type="checkbox"/>	63B	Side Marker LED—Red/Blue—requires option 60A	\$273
<input type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights—Red/Blue	\$541
<input type="checkbox"/>	87R	Rearview Camera—Includes Electrochromic Rearview Mirror (replaces standard camera in center stack area)	N/C
<input type="checkbox"/>	19V	Rear Camera-On-Demand	\$217
<input type="checkbox"/>	76P	Pre-Collision Assist w/ Pedestrian Detection (N/A w/ 96W)	\$136
<input type="checkbox"/>	68B	Police Perimeter Alert	\$641
<input checked="" type="checkbox"/>	68G	Rear Door Handles Inoperable/Locks Inoperable	\$71
<input type="checkbox"/>	52P	Hidden Door Lock Plunger w/ Rear Door Handles Inoperable	\$150
<input type="checkbox"/>	16C	1 st & 2 nd Row Carpet Floor Covering (includes mats)	\$118
<input type="checkbox"/>	18D	Global Lock/Unlock (Disables Auto Lock on Rear Hatch)	\$24
<input type="checkbox"/>	87P	Power Passenger Seat (8-Way) w/ manual recline/lumbar	\$306
<input type="checkbox"/>	85D	Front Console Plate Delete	N/C
<input checked="" type="checkbox"/>	85R	Rear Console Plate	\$42
<input type="checkbox"/>	90D	Ballistic Door Panels—Level III Driver Front Only	\$1,506
<input type="checkbox"/>	90E	Ballistic Door Panels—Level III Driver/Passenger Front	\$3,012
<input type="checkbox"/>	90F	Ballistic Door Panels—Level IV Driver Front Only	\$2,294
<input type="checkbox"/>	90G	Ballistic Door Panels—Level IV Driver/Passenger Front	\$4,588
<input type="checkbox"/>	96W	Front Interior Windshield Warning Lights	\$1,087
<input type="checkbox"/>	96T	Rear Spoiler Traffic Light (requires 60A)	\$1,405
<input type="checkbox"/>	55B	BLIS Blind Spot Monitoring (includes manual heated mirrors)	\$512
<input type="checkbox"/>	52T	Class III Trailer Tow Light Wiring Package	\$76
<input type="checkbox"/>	549	Mirrors—Heated Side view	\$56

<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm—(Requires Keyless 55F)	\$112
<input checked="" type="checkbox"/>	55F	Keyless Entry—4 Fobs	\$320
<input type="checkbox"/>	43A	Rear Auxiliary Lights	\$371
<input type="checkbox"/>	47E	12.1" Screen	\$2,580
<input type="checkbox"/>	61B	OBD-II Split Connector	\$52
<input type="checkbox"/>	68E	Noise Suppression Kit	\$183
<input type="checkbox"/>	76D	Deflector Plate	\$315

<input type="checkbox"/>	76R	Reverse Sensing	\$261
<input type="checkbox"/>		Keyed Alike Code _____ Please Specify Current Keyed Alike Code	\$47
<input type="checkbox"/>	65L	18" 5 Spoke Full Face Wheel Covers w/ Metal Clips	\$56
<input type="checkbox"/>	64E	18" Painted Aluminum Wheels	\$451
<input type="checkbox"/>	17A	Aux Air Conditioning	\$573
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault—(lockable/ideal for contraband/small arms)	\$230
<input checked="" type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$94
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket & pigtail)	\$296
<input type="checkbox"/>	47A	Engine Idle Control	\$385
<input type="checkbox"/>		Rustproofing (Sound shield N/A)	\$395
<input type="checkbox"/>		4 Corner LED Strobes (aftermarket using 86T)	\$895
<input type="checkbox"/>		CD-ROM Service Manual	\$325
<input type="checkbox"/>		Delivery Greater than 50 Miles of Dealership	\$150
<input type="checkbox"/>		License & Title—Municipal <input type="checkbox"/> Municipal Police <input type="checkbox"/>	\$203
<input type="checkbox"/>		License & Title—Passenger Plates	\$221
<input type="checkbox"/>		Dealership Handled License Plate Transfer	\$95
<input type="checkbox"/>		Manufacturer's Statement of Origin (MSO) / Customer completes their own license & title work for the municipality.	N/C

<input type="checkbox"/>	ESP Extended Warranty Extra Care	5 Year/100,000 Miles	\$1,940
<input type="checkbox"/>	ESP Extended Warranty Base Care	3 Year/100,000 Miles	\$1,710
<input type="checkbox"/>	ESP Extended Warranty Powertrain	6 Year/100,000 Miles	\$1,795
<input type="checkbox"/>	ESP Extended Warranty Base Care	6 Year/100,000 Miles	\$1,850

<input type="checkbox"/>	67V	Police Wire Harness Connector Kit—Front/Rear Front— 2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector Rear— 2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector	\$174
<input type="checkbox"/>	66A	Front Headlamp Lighting Solution— Includes Base LED low beam/halogen high beam w/ wig-wag function, 2 white LED side warning lights, wiring, LED lights included, controller not included (N/A w/ 67H) Recommend using 67G or 67U	\$850
<input type="checkbox"/>	65U	Police Interior Upgrade Package— 1 st & 2 nd row carpet floor covering, rear cloth seats, center floor console less shifter—include console. Deletes standard console mounting plate. SYNC 3 (Enhanced Voice Recognition Communications and Entertainment System), 4.2 Color LCD Screen Center Stack, Applink, & 911 Assist (N/A w/ 67G, 67H, 67U)	\$367

<input type="checkbox"/> 66C	Rear Lighting Solution —Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (N/A w/ 67H)	\$428
<input type="checkbox"/> 66B	Tail Lamp Lighting Solution —Recommend using Ultimate Wiring Package (67U). Includes LED lights plus (2) rear integrated hemispheric light head white LED side warning lights in tail lamps. LED lights only. Wiring and controller not included.	\$405
<input type="checkbox"/> 86T	Tail lamp Housing Only —Includes pre-existing holes with standard twist lock sealed capability, does not include LED lights (N/A w/ 66B, 67H)	\$58
<input type="checkbox"/> 67U	Ultimate Wiring Package —Includes rear console mounting plate (85R)—contours through 2 nd row, channel for wiring, pre-wiring for grille LED lights, siren & speaker, wiring harness I/P to rear (overlay), 2 light cables—supports up to 6 LED lights (engine compartment/grille), 2 50 amp battery & ground circuits in RH rear quarter, 1 10 amp siren/speaker circuit engine cargo area, rear hatch/cargo area wiring—supports up to 6 rear LED lights (N/A w/ 65U, 67G, 67H)	\$526
<input type="checkbox"/> 67H	Ready for the Road—All-in Complete Package—Includes Police Interceptor Packages 66A, 66B, 66C plus— <ul style="list-style-type: none"> • Whelen Cencom Light Controller • Whelen Concom Relay Center/Siren Amp w/ Traffic Advisor • Light Controller/Relay Cencom Wiring • Grille LED Lights • 100 Watt Siren/Speaker • 9 I/O Digital Serial Cable (console to cargo) • Hidden Door Lock Plunger & Read Door Handles Inoperable • Rear Console Mounting Plate (N/A w/ 66A, 66B, 66C, 67G, 67U, 65U)	\$3,415

<input type="checkbox"/> BU	Medium Brown Metallic	N/C
<input type="checkbox"/> E3	Arizona Beige Metallic Clear coat	N/C
<input type="checkbox"/> E4	Vermillion Red	N/C
<input type="checkbox"/> FT	Blue Metallic	N/C
<input type="checkbox"/> HG	Smokestone Metallic	N/C
<input type="checkbox"/> J1	Kodiak Brown Metallic	N/C
<input type="checkbox"/> JL	Dark Toreador Red Metallic	N/C
<input type="checkbox"/> JS	Iconic Silver Metallic	N/C
<input type="checkbox"/> M7	Carbonized Gray	N/C
<input type="checkbox"/> LK	Dark Blue	N/C
<input type="checkbox"/> LM	Royal Blue	N/C
<input type="checkbox"/> LN	Light Blue Metallic	N/C
<input type="checkbox"/> TN	Silver Grey Metallic	N/C
<input type="checkbox"/> UJ	Sterling Grey Metallic	N/C
<input checked="" type="checkbox"/> UM	Agate Black	N/C
<input type="checkbox"/> YG	Medium Titanium Metallic	N/C
<input type="checkbox"/> YZ	Oxford White	N/C

<input type="checkbox"/>	Charcoal Black w/ Vinyl Rear	N/C
<input type="checkbox"/>	Charcoal Black w/ Cloth Rear	\$58



Please complete the following in its entirety.

Title Information:

Contact Name:

Phone Number:

Purchase Order Number:

Ford FIN Code:

Tax Exempt Number:

Total Number of Units:

Total Dollar Amount:

Delivery Address:

**Orders require an original signed purchase order & tax exempt letter.
Scheduled Orders Cannot be canceled**

Currie Motors Commercial Center
10125 W. Laraway Road
Frankfort, IL 60423
(815) 464-9200
Kristen De La Riva fleetcurrie@gmail.com
Tom Sullivan curriefleet@gmail.com

<input type="checkbox"/>	Charcoal Black w/ Vinyl Rear	N/C
<input type="checkbox"/>	Charcoal Black w/ Cloth Rear	\$58



Please complete the following in its entirety.

Title Information:	Village of La Grange Park
	447 N Catherine Ave
	La Grange Park, IL 60526
Contact Name:	Chief Tim Contois
Phone Number:	1-708-352-1738
Purchase Order Number:	
Ford FIN Code:	
Tax Exempt Number:	
Total Number of Units:	1
Total Dollar Amount:	
Delivery Address:	447 N Catherine Ave
	La Grange Park, IL 60526

**Orders require an original signed purchase order & tax exempt letter.
Scheduled Orders Cannot be canceled**

Currie Motors Commercial Center
10125 W. Laraway Road
Frankfort, IL 60423
(815) 464-9200
Kristen De La Riva fleetcurrie@gmail.com
Tom Sullivan curriefleet@gmail.com

Public Works Committee Divider

Michael Sheehan, Chairman

Jamie Zaura

Scott Mesick

Village Board Agenda Memo

Date: August 25, 2020

To: Village President and Board of Trustees

From: Richard Radde, Director of Public Works

Julia Cedillo, Village Manager



Re: **Agreement with the GIS Consortium to Provide Geographical Information Systems Services.**

PURPOSE: To enter into an agreement with the GIS Consortium to provide Geographical Information Systems and Municipal GIS Partners, Inc, as the service provider.

GENERAL BACKGROUND:

Geographical Information System (GIS) links databases to digital maps in a manner that makes data used by all Village Departments and the public more accessible. The benefit of GIS is to store and retrieve data more efficiently. GIS typically includes data associated with land parcels, such as PIN, address, dimensions, land use, zoning, structure footprint, property photos, and utilities. GIS puts geographic data into a format that allows the data to create visual representations of infrastructure, community assets, and service needs. It also offers a way to view and analyze dynamic maps to enhance daily operations, improve decision making, and effectively respond to customer requests.

The GIS Consortium is an organization of Chicago-area communities unified by a common goal: to share resources, information, staffing, and technology so that municipalities can optimize the value of geographic information systems (GIS). Director Radde has worked with the Consortium in the past and has found them to be qualified and professional.

The Village will benefit from being able to work with a mature GIS architecture from implementation, and from the experiences of the other member communities as to what works and what did not work. Additionally, all materials developed and applied to other communities are available to La Grange Park at no additional expense. For example, if another town developed a report to analyze crime statistics using GIS, that report will be available to be applied immediately to La Grange Park.

The GIS Consortium is a proven solution for communities who are increasingly being challenged to do more with less. Its collaborative approach reduces costs while improving public services. The GIS Consortium was founded in 1998 with the four original members of Highland Park, Glencoe, Lincolnshire, and Park Ridge. The Village of La Grange Park will be the 38th member of the Consortium. Communities surrounding ours that utilize the services of the Consortium include La Grange, Riverside, Brookfield, River Forest, Oak Park, and Oak Brook, to name a few.

Under the Agreement, Municipal GIS Partners, Inc, is hired by the Consortium to be the service provider. La Grange Park will have a staff member of MGP working on-site at Public Works one day a week.

MGP is currently working with LTACC to update the existing GIS files to come into compliance with the NexGen911.

An amount of \$50,000 is in the FY20/21 budget for GIS.

- Water Distribution (03-44-2-250) \$20,000
- Sewer O&M (05-44-2-250) \$20,000
- Motor Fuel Tax (04-40-2-250) \$5,000
- Public Work (01-44-2-250) \$5,000

There is a one-time \$4,000 initiation fee to join the Consortium, based on our community's size. For the remainder of this calendar year, the cost is \$16,756. The total cost per year after the initial will be approximately \$45,000 to \$50,000, raising each subsequent year incrementally. (page 5, Discussion Paper)

The individual agreements coincide with a calendar year reporting budget, the Village is responsible for payment of the remaining 1/3 calendar year. Membership within GISC requires communities to re-enter into agreements with the service provider as they are on a calendar year cycle.

STAFF RECOMMENDATION:

Staff recommends entering into agreements with the GIS Consortium and MGP as the service provider.

MOTION/ACTION REQUESTED:

For Discussion and Action.

Motion: To Approve the Membership Agreement for a Geographic Information System Consortium and a GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., and Authorize the Village President to Execute all Required Documents.

DOCUMENTATION:

- Discussion Paper
- Membership Agreement for a Geographical Informational System Consortium
- GIS Consortium Service Provider Contract

Discussion Paper for the Village of La Grange Park

A collaborative approach to GIS



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Current Situation

La Grange Park recently expressed interest in the GIS Consortium shared services model and after an initial conversation with Rick Radde in early July, MGP was invited to meet with the village's Leadership Team. The Leadership Team shared that they do not have a formal GIS program today and that much of their record keeping is done on paper and spreadsheets which makes it difficult to share information efficiently for the work that must be done.

Communities benefit from a geographic information system (GIS) in the following ways:

1. The ability to make informed decisions through analysis of community data
2. Investing public dollars wisely by exposing the facts that enable data-driven decisions
3. Enhancing staff effectiveness by making data accessible to execute typical local government business processes (e.g. issuing permits, flushing hydrants, etc.)
4. Communicating with clarity to constituents about where resources are being allocated

For La Grange Park specifically it will be critical to have accurate locations and details on water and sewer assets to forecast and plan effectively for capital improvements. With the water and sewer rate increase that was approved at the April 24th board meeting residents will want to know how those increased dollars are being used. The products and solutions available through the GIS Consortium will help La Grange Park tell that story. See the links below for a few examples of how consortium communities do this now.



Highland Park Capital Improvement Projects:

<http://highlandparkil.maps.arcgis.com/apps/MapSeries/index.html?appid=379a93fbc4564911b6421602c524a2e8>

Carol Stream Village Projects:

<http://carolstreamil.maps.arcgis.com/apps/MapSeries/index.html?appid=3488caf8929c46a68b3171f8336030fb>

La Grange Park is also part of a consolidated dispatch center known as the Lyons Area Township Communications Center (LTACC) with La Grange and Western Springs, which requires them to provide GIS files to LTACC as a matter of compliance for NG91-1.

La Grange Park shares a border with GIS Consortium members La Grange and Brookfield, and nearby communities Riverside and Oak Brook are also members of the consortium.

Desired Outcomes

In a discussion with the Leadership Team at La Grange Park on October 4th they identified these outcomes for their geographic system information (GIS) program.

- *Collect and maintain accurate details about community assets* to support forecasting of improvements to the water and sewer systems
- *Effective management and use of the capital improvement dollars* to give residents confidence
- *Institute policies and repeatable processes* for data maintenance and quality
- *Be a responsible partner to Lyons Township Area Communications Center (LTACC)* by providing the necessary community data
- *Ease of access to community data across the village enterprise* to be responsive to questions and inquiries from the public
- *Capitalize on an existing, sustainable staffing model of the GIS Consortium* to accelerate GIS program outcomes



Budget

Village of La Grange Park - GIS Budget

GIS Consortium Allocation Math: 18%. This budget 20% Direct and 20% Shared Allocation

PROGRAM STAFFING	2020	2021	2022	2023	2024
Site Analyst	29,988	30,888	31,814	32,769	33,752
Shared Analyst	6,107	6,290	6,479	6,673	6,873
Client Account Manager	3,528	3,634	3,743	3,855	3,971
GIS Manager	2,278	2,346	2,417	2,489	2,564
PROGRAM STAFFING SUB-TOTAL	41,901	43,158	44,453	45,786	47,160
LAYER DEVELOPMENT					
Photogrammetric Mapping					
Rapid conversion					
Other -					
LAYER DEVELOPMENT SUB-TOTAL					
NEW HARDWARE					
GIS Workstation					
GIS Server					
Plotter/printer					
GIS Thin-client	1,500				
Other					
HARDWARE SUB-TOTAL	1,500				
NEW SOFTWARE					
ArcGIS Advanced (ESRI)					
ArcGIS Basic Licenses (ESRI)					
ArcGIS Server (ESRI)					
ArcGIS Online (Future consideration)					
GISC Shared Initiatives	1,269	1,307	1,346	1,387	1,428
Other -					
SOFTWARE SUB-TOTAL	1,269	1,307	1,346	1,387	1,428
MAINTENANCE & SUBSCRIPTIONS					
Hardware - GIS Workstation					
Hardware - GIS Server					
Hardware - Plotter/printer					
Software - ArcGIS Advanced (ESRI)					
Software - ArcGIS Standard (ESRI)					
Software - ArcGIS Basic Licenses (ESRI)					
Software - ArcGIS Server (ESRI)					
Software - ArcGIS ArcPad (ESRI)					
Software - ArcGIS Spatial Analyst					
ArcGIS Online Level I (Viewing)	100	100	100	100	100
ArcGIS Online Level II (Editing)	500	500	500	500	500
Other -					
MAINTENANCE & LICENSES SUB-TOTAL	600	600	600	600	600
OTHER COSTS					
Supplies & Materials	500	500	500	500	500
Furniture & Fixtures	500				
GISC Initiation Fee	4,000				
Other -					
OTHER COSTS SUB-TOTAL	5,000	500	500	500	500
TOTAL PROGRAM BUDGET	50,270	45,565	46,899	48,273	49,688

PROGRAM STAFFING (GISC Staffing model)

This is the staffing component of the budget. These services are provided by MGP, founding partner of the GIS Consortium (GISC). An annual contract is required with MGP for these services.

The GISC Board of Directors on behalf of all members negotiates rates and allocations annually. Rates, allocations, and budgets are reset on January 1st for all members regardless of fiscal year.

Your GISC allocation math is 18% based on 2.23 square miles. The GISC allocation model requires community allocations to be a factor of 10% and no less than 20%. This budget is based on a 20% shared allocation and a 20% direct allocation. A Site Analyst will be assigned to your community 2-days every 2-weeks excluding MGP paid time-off, holidays, and enrichment.

This is a 12-month budget projection and the staffing will be distributed throughout the year. The first-year staffing allocation and budget will be prorated based on the actual start date.

LAYER DEVELOPMENT

MGP staff will facilitate meetings with community departments to determine if 3rd party layer development is needed for your GIS program. We encourage utilization of public and commercial data that are available at little or no cost. We do not anticipate an investment in the 1st year for these items. The community may prioritize layer development projects in future years.

The Base Mapping program is a collaborative initiative to collect aerial photography and to produce planimetric (building footprints, road surface, curbs features etc.), topography (elevation model, 1-foot contours) and digital orthoimagery (photography) mapping. The map accuracy of these products is 1"=50' with a 1-foot contour.

If MGP determines that utility records systems are insufficient to support data conversion and community staff are not able to implement recommended processes for updating utility data, MGP may recommend that the community retain a 3rd party organization to collect assets in the field.

NEW HARDWARE

MGP utilizes a remote access service (RAS) model. This model allows your community to reduce investment in hardware to support your program. We do this by sharing hardware across the GIS Consortium membership.

With the RAS, the community is not required to purchase a GIS workstation or GIS server. The community is required to purchase a less expensive dual-monitor thin-client or personal computer. This system accesses a shared MGP GIS Workstation across a secure Internet connection. The Internet connection must meet minimum performance standards for speed, latency, and reliability. MGP will provide a testing application if the community elects to move forward. The RAS workstation is included

with the staffing model. MGP will manage your community GIS data which is hosted on the GIS Consortium GIS Server.

NEW SOFTWARE

The RAS model further reduces the community's investment in software. The community is not required to purchase ArcGIS Advanced or ArcGIS Server. The data production workstation (ArcGIS Advanced) is provided by MGP for our staff and the GIS data server (ArcGIS Server) is owned by the GIS Consortium. GIS and associated enterprise data are accessed by your staff using web-based applications or GIS licenses you procure separately.

GISC Shared Initiatives include the hosting servers and applications for web mapping, field collection, Community-Portal, Esri Business Analyst Online, ArcGIS extensions and other items that are owned and shared by the GISC membership. Web access authentication will be established with the community using your Active Directory to secure certain applications.

MAINTENANCE & LICENSES

This category provides costs for supporting hardware and software licenses including maintenance and subscriptions.

We are recommending a budget in year-one for one viewing and one editing license of ArcGIS Online. Further recommendations will become part of the annual planning and budgeting process.

OTHER EXPENSES

This section contains miscellaneous expenses associated with the GIS program. An allowance has been included for general supplies and materials. An additional allowance has been included in the first year to cover office furnishings if they do not already exist.

The GIS Consortium does not have an annual membership fee other than the GISC Shared Initiatives which is used to pay for shared hardware, software and solutions. There is a one-time membership initiation fee to join the GIS Consortium based on allocation level. This is payable to the GIS Consortium not MGP Inc.

Hardware and Software Procurement Comparison

This is a 5-year analysis that includes the purchase year and 4 years of maintenance.

Program Components	Sole Procurement		GIS Consortium	
	Purchase	Annual Maintenance	Purchase	Annual Maintenance
Membership & Shared Fees			\$4,000	\$1,269
<u>Onsite Infrastructure</u>				
GIS Workstation ⁽¹⁾	\$13,910	\$3,000	\$1,500	\$0
GIS Server ⁽²⁾	\$9,500	\$1,250	Included	Included
Systems Administration ⁽³⁾	\$800	\$400	Included	Included
<u>Co-Location Infrastructure</u>				
Web GIS Server ⁽⁴⁾	\$0	\$0	Included	Included
Systems Administration ⁽³⁾	\$0	\$0	Included	Included
<u>Solutions</u>				
Web mapping application	\$32,500	\$6,500	Included	Included
Esri Business Analyst	\$2,500	\$2,500	Included	Included
Esri ArcGIS 3D Analyst	\$2,250	\$500	Included	Included
Esri ArcGIS Spatial Analyst	\$2,250	\$500	Included	Included
Esri ArcGIS Network Analyst	\$2,250	\$500	Included	Included
	\$65,960	\$15,150	\$5,500	\$1,269
5-Year Analysis	\$126,560		\$10,576	

The 5-year analysis includes the purchase year cost and 4 years of maintenance costs

GIS Workstation ⁽¹⁾

Used by a GIS professional to manage GIS databases, perform analysis, and connect to department information to support decision-making. Includes a graphic-design workstation class desktop computer, Esri ArcGIS Advanced Desktop (\$8415), and typical productivity software.

GIS Server ⁽²⁾

Used by community staff (inside the local network) to access GIS data and workflows using a browser mapping application (see Solutions - Web mapping application). Includes a server-grade computer, Esri ArcGIS Server Standard (\$4250) Workgroup, and typical web portal add-ons.

Systems Administration ⁽³⁾

All systems require some level of support for outages, upgrades, and general maintenance. This item includes hours of annual effort at a labor-rate of \$100/hour.

Web GIS Server⁽⁴⁾

With the advent of ArcGIS Online the co-location may not be needed. You may want it if you decide to serve custom maps to the public, but this calculation we left it out.

Program Start Up

What MGP has learned over the years we have been in business is that gaining client perspective, creating alignment, and establishing commitment is critical to for our client programs to be healthy and successful. Whether a community is eager or hesitant to implement GIS it is a significant change that we need to navigate in partnership.

For the first 90 days of onboarding MGP will allocation extra resources to your community to accelerate the build out of your data. Your program will benefit during this timeframe to the degree that we can partner during this time.

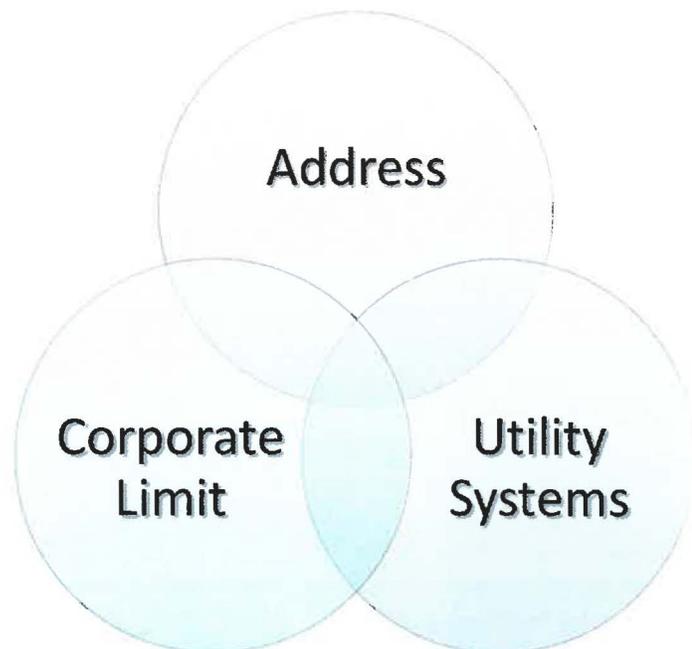
Building a Foundation of Quality Data

Data is one of your most valuable assets and to build and maintain the highest quality data possible we need to work in partnership with your staff. We establish this partnership by formalizing stakeholder teams for each of your critical datasets, which include:

- Corporate Limit
- Address
- Water
- Sewer

We work closely with the individuals on these teams to acquire and clean up data when we start the program. Over time stakeholder teams will document processes for submitting changes or adding new data to the system so that quality data is created and sustained over time.

The better we take care of the quality of the data, the more you'll be able to do with it.



Program Implementation Overview



MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ___ day of _____, 20 ___, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISC,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20__.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2020 (the “*Effective Date*”), by and between the Village of La Grange Park, 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, substantially in the form attached hereto as *Exhibit A*.

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 Administrator or his 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.).

4.2 Service Rates. The 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 three (3) year(s) (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*”).

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract 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. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

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.

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. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

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 office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant’s Personnel and periodic guests. 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 and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, 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 Municipality GIS assets that permit the Consultant to continue 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.

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 hereby 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. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

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 five (5) 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.

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. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

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 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 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (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 Sexual Harassment Policy. 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 Compliance with Laws and Grants. 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 Assignments and Successors. 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 and Exhibits. Attachments 1 and 2 and Exhibit A 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 or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

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 La Grange Park
Rick Radde
937 Barnsdale Road
La Grange Park, Illinois 60526
Attention: Rick Radde
E-mail: rradde@lagrangepark.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
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, 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.

[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:

VILLAGE OF LA GRANGE PARK

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality. The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “*Board*”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “*Proposal*”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 329 hours of Site Analyst
2. 67 hours of Shared Analyst
3. 33 hours of Client Account Manager
4. 17 hours of Manager

¹For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

5.

B. Service Rates

1. \$ 91.15 per hour for Site Analyst
2. \$ 91.15 per hour for Shared Analyst
3. \$106.90 per hour for Client Account Manager
4. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$41,901.00.

Total Not-to-Exceed Amount for Services (Figures) : forty-one thousand nine hundred one dollars zero cents.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

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. Minimum Scope of Insurance: 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."

3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$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. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

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

C. Deductibles and Self-Insured Retentions: 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 officials, 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 officials, 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 officials, 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 officials, employees, agents 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*.

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 officials, 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.

Exhibit A

Form of Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated [INSERT DATE] (the “Contract”) between the _____ of _____ (the “Municipality”) and Municipal GIS Partners, Incorporated (the “Consultant”) hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK (“SOW”):

1. Description of Additional Services:

[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]

2. Project Schedule/Term:

[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]

3. Projected Utilization: [Insert rate effective dates]

- A. _____ hours of Site Analyst
- B. _____ hours of Shared Analyst
- C. _____ hours of Client Account Manager
- D. _____ hours of Manager

4. Service Rates: [Insert rate effective dates]

- A. \$_____ per hour for Site Analyst
- B. \$_____ per hour for Shared Analyst
- C. \$_____ per hour for Client Account Manager
- D. \$_____ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$[INSERT]

Total Not-to-Exceed Amount for Services (Figures) : [INSERT]

In the event of any conflict or inconsistency between the terms of this SOW and this Contract or any previously approved SOW, the terms of this SOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

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

ATTEST:

Municipality of _____

Municipality Clerk

By: _____
[MUNICIPALITY/CITY] Manager

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: _____
Its: _____

By: _____
Its: _____

Village Board Agenda Memo

Date: August 25, 2020

To: Village President and Board of Trustees

From: Richard Radde, Director of Public Works
Julia Cedillo, Village Manager

Re: Agreement with the GIS Consortium to Provide Geographical Information Systems Services.

PURPOSE: To enter into an agreement with the GIS Consortium to provide Geographical Information Systems and Municipal GIS Partners, Inc, as the service provider.

GENERAL BACKGROUND:

Geographical Information System (GIS) links databases to digital maps in a manner that makes data used by all Village Departments and the public more accessible. The benefit of GIS is to store and retrieve data more efficiently. GIS typically includes data associated with land parcels, such as PIN, address, dimensions, land use, zoning, structure footprint, property photos, and utilities. GIS puts geographic data into a format that allows the data to create visual representations of infrastructure, community assets, and service needs. It also offers a way to view and analyze dynamic maps to enhance daily operations, improve decision making, and effectively respond to customer requests.

The GIS Consortium is an organization of Chicago-area communities unified by a common goal: to share resources, information, staffing, and technology so that municipalities can optimize the value of geographic information systems (GIS). Director Radde has worked with the Consortium in the past and has found them to be qualified and professional.

The Village will benefit from being able to work with a mature GIS architecture from implementation, and from the experiences of the other member communities as to what works and what did not work. Additionally, all materials developed and applied to other communities are available to La Grange Park at no additional expense. For example, if another town developed a report to analyze crime statistics using GIS, that report will be available to be applied immediately to La Grange Park.

The GIS Consortium is a proven solution for communities who are increasingly being challenged to do more with less. Its collaborative approach reduces costs while improving public services. The GIS Consortium was founded in 1998 with the four original members of Highland Park, Glencoe, Lincolnshire, and Park Ridge. The Village of La Grange Park will be the 38th member of the Consortium. Communities surrounding ours that utilize the services of the Consortium include La Grange, Riverside, Brookfield, River Forest, Oak Park, and Oak Brook, to name a few.

Under the Agreement, Municipal GIS Partners, Inc, is hired by the Consortium to be the service provider. La Grange Park will have a staff member of MGP working on-site at Public Works one day a week.

MGP is currently working with LTACC to update the existing GIS files to come into compliance with the NexGen911.

An amount of \$50,000 is in the FY20/21 budget for GIS.

- Water Distribution (03-44-2-250) \$20,000
- Sewer O&M (05-44-2-250) \$20,000
- Motor Fuel Tax (04-40-2-250) \$5,000
- Public Work (01-44-2-250) \$5,000

There is a one-time \$4,000 initiation fee to join the Consortium, to which the Village is paying a minimum allocation fee of 18% determined by our community size. For the remainder of this calendar year, the cost is \$16,756. The total cost per year after the initial will be approximately \$45,000 to \$50,000 raising incrementally each subsequent year. (page 5, Discussion Paper)

The individual agreements coincide with a calendar year reporting budget, the Village is responsible for payment of the remaining 1/3 calendar year. Contracts will go back to the Board in December for review regarding the next calendar year appointment.

STAFF RECOMMENDATION:

Staff recommends entering into agreements with the GIS Consortium and MGP as the service provider.

MOTION/ACTION REQUESTED:

For Discussion and Action.

Motion: To Approve the Membership Agreement with Geographic Information System Consortium and Municipal GIS Partners, Inc. and Authorize the Village Manager to enter into the Agreements between the Geographic Information System Consortium and Municipal GIS Partners, Inc and the Village of La Grange Park, Illinois.

DOCUMENTATION:

- Discussion Paper
- Membership Agreement for a Geographical Informational System Consortium
- GIS Consortium Service Provider Contract

Village President Divider

Village Board Agenda Memo

Date: August 25, 2020
To: Village President and Board of Trustees
From: Dr. James Discipio, Village President
Julia Cedillo, Village Manager 
RE: Appointments to Youth Commission

GENERAL BACKGROUND

The Youth Commission is comprised of ten members who serve a 2-year term. Currently the Youth Commission has five vacancies to fill due to recent graduations. The Village received an abundance of interest in the open positions. Upon review, five applicants stood out. Connie Anagnos, Audrey Topazian, Owen Myers, Sophia Marczuk, and Katie Beyer are interested in serving. Based on their community involvement and enthusiasm in serving on the Youth Commission, the Village recommends that the following candidates be appointed to serve on the Commission for the terms detailed in the motions.

	<u>Name</u>	<u>Year</u>	<u>School</u>	<u>Appoint To Term</u>
1.	Katie Beyer	8 th	Park Jr. High	Sept. 1, 2021
2.	Connie Anagnos	9 th	LTHS	Sept. 1, 2022
3.	Audrey Topazian	10 th	LTHS	Sept. 1, 2022
4.	Owen Myers	7 th	Science & Arts Academy	Sept. 1, 2022
5.	Sophia Marczuk	10 th	LTHS	Sept. 1, 2022

STAFF RECOMMENDATION

Staff recommends the Board affirm President Discipio's recommendation to appoint the aforementioned individuals to the Youth Commission.

MOTION / ACTION REQUESTED

This item is for discussion and action.

Motion: To appoint Ms. Katie Beyer to the Village of La Grange Park Youth Commission to fill a term expiring on September 1, 2021; and to appoint Ms. Connie Anagnos, Ms. Audrey Topazian, Mr. Owen Myers, and Ms. Sophia Marczuk to the Village of La Grange Park Youth Commission for terms to expire on September 1, 2022.

DOCUMENTATION

- Applications submitted by candidates



Proclamation Recognizing September as National Suicide Prevention and Action Month

WHEREAS; September is known globally as “Suicide Prevention Month”, the **National Suicide Prevention + Action Month Proclamation** was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to speak openly about the importance of mental health and the impacts of suicide to help remove the surrounding stigmas, and to direct those in need to the appropriate support services; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and according to the American Foundation for Suicide Prevention (AFSP), Suicide is the 10th leading cause of death among adults, and the 2nd leading cause of death among individuals between the ages of 10 and 34 in the US; and

WHEREAS According to the American Foundation for Suicide Prevention (AFSP), in 2017 alone more than 47,000 people died by suicide; and

WHEREAS; each and every suicide directly impacts a minimum of 100 individuals, including family, friends, co-workers, neighbors, and community members; and

WHEREAS; The Village of La Grange Park is publicly choosing to help remove the stigma and place our full support behind local educators, mental health professionals, athletic coaches, law enforcement officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; global organizations like Hope For The Day (HFTD) and our local partner, NAMI, are on the front lines of a war that many still refuse to discuss, as suicide and mental health remain too uncomfortable to talk about; and

WHEREAS, every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all fighting our own battles and simply being available to one another can make a difference; and

NOW, THEREFORE, be it proclaimed that I, James L. Discipio, President of the Village of La Grange Park do hereby proclaim the month of September 2020, as National Suicide Prevention + Action Month in the Village of La Grange Park, and I encourage all residents to take the time to check in with their family, friends, and neighbors and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. Now more than ever at a time where some may feel especially isolated due to the COVID-19 Crisis; reaching out and truly being present for someone struggling can go a long way towards helping them realize that suicide is not the answer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 25th day of August, 2020.

Dr. James L. Discipio, Village President

ATTEST:

Meghan M. Kooi, Village Clerk

Items of Interest Divider

VILLAGE OF LA GRANGE PARK

La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Annual Schedule of Regular Meeting Dates for 2020

August 25, 2020	Village Board Meeting	7:30 p.m.	Village Hall
September 8, 2020	Work Session Meeting	7:30 p.m.	Village Hall
September 22, 2020	Village Board Meeting	7:30 p.m.	Village Hall
October 13, 2020	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2020	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2020	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2020	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2020	Village Board Meeting	7:30 p.m.	Village Hall