

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
OCTOBER 17, 2024
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS:
 - a. 2nd LRS Fall Curbside Leaf Vacuuming, Saturday, November 9, 2024
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS:
7. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for October 3, 2024
 - b. Motion to authorize Expenditure of Funds for Warrant Fiscal Year 24/25.06 in the amount not to exceed \$400,000.00
8. NEW BUSINESS:
 - a. Presentation and acceptance of Fiscal Year 2024 Audit by Auditor Joseph Troyer
 - b. Discussion with Financial Consultant George Roach regarding Tax Levy
 - c. Motion to approve determination of the estimated amount of money to be levied for the 2024 Tax Levy in the Aggregate Amount of \$586,039
 - d. Motion to approve and authorize the Chief of Police to expend funds in the amount of \$18,823.20 for the purchase of (6) Axon Taser 10 less lethal devices
 - e. Motion to approve and authorize the Chief of Police to execute the Major Crash Assistance Team Intergovernmental Agreement
 - f. Motion to approve the Robinson Engineering proposal for 2024 GIS/Mapping Services for Water, Sewer, and Zoning Data at a not to exceed amount of \$43,800.00
9. COMMITTEE/DEPARTMENT REPORTS:
 - b. Community Development
 - c. Administration/Police
 - d. Public Works/Engineering
 - e. Village Clerk
10. PRESIDENT'S COMMENTS
11. TRUSTEE COMMENTS
12. CLOSED SESSION: Litigation (5 ILCS 120/2(c)(11)), Personnel (5 ILCS 120/2(c)(1)), Acquisition of Property (5 ILCS 120/2(c)(5)), Real Estate: Setting Price for Sale/Lease of Municipal Property (5 ILCS 120/2(c)(6)), Approval/Semi-Annual Review of closed minutes (5 ILCS 120/2(c)(21))
13. ACTION RESULTING FROM CLOSED SESSION
14. ADJOURNMENT

POSTED: October 11, 2024

INTERGOVERNMENTAL MUTUAL AID AGREEMENT

This Agreement providing law enforcement mutual aid services for major crash assistance and diagramming major crime scenes is made and entered into among the Illinois municipalities who become signatories to the attached Exhibit A, through each respective police chief ("Party" or collectively as the "Parties").

WHEREAS, each of the Parties maintains equipment and personnel for law enforcement and public safety within its own jurisdiction;

WHEREAS, the Parties desire to augment the law enforcement available in their jurisdiction for major crashes and major crime scenes, when necessary;

WHEREAS, the corporate boundaries of the Parties hereto are contiguous or in reasonable proximity so that mutual assistance in law enforcement is deemed feasible;

WHEREAS, it is mutually agreed that said mutual assistance in law enforcement is deemed sound, desirable, practical, and beneficial for the Parties of this Agreement to render assistance to one another by forming a McHenry County Regional Major Crash Assistance Team ("MCAT") in accordance with these terms; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1979, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 *et seq.*, and other applicable authority.

NOW, THEREFORE, in consideration of the promises and agreements made herein, the adequacy and sufficiency of which is acknowledged as received by each Party, it is agreed as follows:

I. INTENT OF PARTIES

The Parties shall provide mutual aid for major crash assistance and diagramming of major crime scenes by forming MCAT and operating it pursuant to the terms of this Agreement.

II. TERM OF THE AGREEMENT

The term of this Agreement shall be from the date hereof until cancelled by mutual agreement of the Parties or by written notice by one Party to all other Parties, giving sixty (60) days' notice of said cancellation. Termination by any Party shall not affect the agreement between the other Parties.

III. COMPENSATION FOR SERVICES

The Parties agree all services and assistance performed under this Agreement shall be rendered without reimbursement of any Party from another Party. Provided, however, extraordinary costs,

including emergency food, office space and materials and travel expenses shall be the responsibility of the Party who requested MCAT activation.

IV. FUNDING OF MCAT

No separate funding will be provided to MCAT at this time. Personnel costs, equipment costs, training costs and other resources needed will be provided by each individual Party.

V. ADMINISTRATION OF MCAT

A. Parties Control. All administration and procedures of MCAT shall be governed and controlled by a majority vote of the chiefs of police or their designees of each Party. Parties may be present personally or attend meetings telephonically if they are unavailable to attend the meeting in person and cannot send a designee. Each Party will have one vote. MCAT administration and procedures shall include:

1. Appointment and removal of the following officers: Chairman, Secretary, Commander and Assistant Commander (there shall be only one Commander or Assistant Commander actively serving from any one Party);
2. Accept/deny applicants for becoming a Party;
3. Make final decisions on controversial problems;
4. Make final decisions of complete withdrawal of MCAT from an investigation;
5. Review MCAT manpower once MCAT has been activated;
6. Determine who will function as MCAT's legal advisor;
7. Meet at least two times per year, in April and November;
8. Accept or reject team MCAT members;
9. Determine training needs; and
10. Determine extraordinary costs.

B. Chairman and Secretary. The Chairman and Secretary shall serve for a term of two (2) years with appointments made at the April meeting on even years. The duties of the Chairman and Secretary include any specific duties assigned by the Parties at a meeting and the following:

1. The Chairman duties include scheduling dates, time, agenda and place for all meetings.
2. The Secretary duties include acting as Chairman when the Chairman is absent at any meeting; and keeping accurate records of all MCAT meetings.

VI. OPERATIONS OF MCAT

All MCAT operations shall be carried out pursuant to the chain of command structure, including a designated Commander, Assistant Commander and Lead Investigator ("Command Staff") set forth below and depicted in Exhibit B, attached hereto.

A. Commander.

1. Nature of Work. This is a highly responsible supervisory and administrative position in planning, organizing and directing the activities of MCAT. Work involves responsibility for the efficient operation of MCAT through careful planning, organizing and directing of its activities. Work is performed with wide latitude in interpreting, applying, and formulating procedures. The Commander shall be appointed by a majority vote of the Parties and the Commander shall report directly to the Parties, working through the Chairman.

2. Requirements of the Position.

1. Minimum three (3) years supervisory level experience at the rank of Sergeant or above;
2. Full-time employment as a sworn officer with a Party law enforcement agency;
3. Certification as Evidence Technician (1-week basic class);
4. Basic Traffic Crash Investigation Certification (1-week basic class);
5. Demonstrate strong leadership and administrative skills;
6. Demonstrate written and verbal skills enabling effective communication with all levels of government and the public;
7. Comprehensive knowledge of law enforcement investigative techniques and strategies related to crash investigations; and
8. Range of experience should include concentration in all phases of crash investigations and criminal investigations.

3. Duties.

1. Report to all Parties for all activities not involving an investigation when MCAT has been activated;
2. Report to the top administrator of the Requesting Agency and all Parties for all activities related to that investigation. The top administrator of the Requesting Agency is the final authority in matters directly relating to the investigation;
3. Direct supervision of the Assistant Commander;
4. Meet with the Assistant Commander and the Lead Investigator on a bi-monthly basis to discuss MCAT related business; and
5. Maintain training documents and after action operational reports.

B. Assistant Commander

1. Nature of Work. This position is a highly responsible supervisory and administrative position for MCAT. Work involves assisting the Commander in the planning, organizing, directing, and supervising the programs and activities of MCAT. The Assistant Commander shall be appointed by a majority vote of the Parties and report directly to the Commander. The Assistant Commander is subject to the orders and commands of and the direction of the Commander.

2. Requirements of Position.

1. Minimum two (2) years supervisory level experience at the rank of Sergeant or above, unless waived by a majority of the Parties;
2. Full-time employment as a sworn officer with the Party law enforcement agency;
3. Certification as Evidence Technician (1-week basic class);
4. Basic Traffic Crash Investigation Certification (1-week basic class);
5. Demonstrate strong leadership and administrative skills;
6. Demonstrate written and verbal skills enabling effective communication;
7. Comprehensive knowledge of law enforcement investigative techniques and strategies related to crash investigations; and
8. Range of experience should include concentration in all phases of crash investigations and criminal investigations.

3. Duties.

1. Acting Commander in the event of the Commander's absence;
2. Reporting to the Commander for all activities not involving an investigation when MCAT has been activated;
3. Direct supervision of the Lead Investigator;
4. Meet with the Commander and the Lead Investigator on a bi-monthly basis to discuss MCAT related business; and
5. Plan training for the Commander.

C. Lead Investigator.

1. Nature of Work. This position calls for an investigative supervisor who will be responsible for his/her own motivation of a team of Crash Investigators. Work involves competence in all phases of criminal investigation techniques and strategies as they relate to crash investigations and crime scenes. Work involves the comprehensive knowledge and skills to guide others towards a common goal. Appointed by the Commander and reports to the Commander and Assistant Commander. The Lead Investigator is subject to the orders and commands of and the direction of the Commander and Assistant Commander.

2. Requirements of the Position.

1. Minimum three (3) years' experience as a major crash investigator;
2. Full-time employment as a sworn officer with the Party law enforcement agency;
3. Certification as Evidence Technician (1-week basic class);
4. Basic Traffic Crash Investigation Certification (1-week basic class);
5. Possess above average verbal and written communication skills;
6. Comprehensive knowledge of law enforcement investigative techniques and strategies related to crash investigations and crime scenes;
7. Have a strong understanding of arrest, search, and seizure laws and procedures;

8. Has proven himself/herself through past performance as a recognized team leader;
9. Demonstrates and leads by example through character, integrity and sound judgment and team orientation;
10. Have and demonstrate administrative skills;
11. Provide proof of all specialized schools, seminars, and classes in the area of major crash investigations;
12. Physical and mental stamina and agility as well as the ability to work successfully for extended periods of time;
13. Have an exceptional background in the processing of crime scenes, the handling of and preservation of evidence; and
14. Possess above average knowledge of and be well-versed in contemporary advanced crash scene investigative techniques and their application.

3. Duties.

1. Act as Commander in the event of the Commander's absence and the Assistant Commander's absence; and
2. Direct supervision of a team of Crash Investigators.
3. Meet with the Commander and the Assistant Commander on a bi-monthly basis to discuss MCAT related business.
4. Conduct all investigative tasks assigned by the senior Command Staff, including but not limited to diagramming, interviewing, evidence collection, data collection, report writing, testimony, and warrant execution, and similar assigned duties.

D. Crash Investigator/Team Member.

1. Nature of Work. This is a highly responsible position for trained crash investigators. The work involves a comprehensive knowledge of criminal investigative techniques and strategies as they relate to major crash investigations. Those currently assigned to MCAT are required to secure the identified minimum training requirements as soon as possible. A Crash Investigator shall be appointed by a majority vote of the Parties and report directly to the Lead Investigator. A Crash Investigator is subject to the orders and commands of and the direction of the Commander.

2. Requirements of the Position.

1. Full-time employment as a sworn officer with the Party law enforcement agency;
2. Certification as Evidence Technician (1-week basic class);
3. Basic Traffic Crash Investigation Certification (1-week basic class) at time of appointment or within twelve (12) months;
4. Ability to properly document a crash scene through photography;
5. Ability to used approved methods to measure and document a scene for diagramming purposes;

6. Ability to operate computerized diagramming equipment;
7. Ability to identify and properly collect/process evidence;
8. The ability to produce results based on a team approach, without regard for personal reward;
9. A demonstrated pattern of successful interview and interrogation skills;
10. An ability to review, consolidate and analyze large volumes of information and reports;
11. Demonstrate above average written and verbal communication skills, with the added ability to construct police reports in a clear and concise manner, with the end result being an above average product;
12. Provide proof of all specialized training to include seminars, schools and classes attended; at a minimum, be able to obtain the following courses/certifications within the defined timeframe:
 - Interview and Interrogation course (24 months)
 - Crime Scene Photography (12 months)
 - Certifications on all MCAT Equipment (12 months)
 - Certification as Accident Investigator 1 – 2 week course (12 months)
13. Have demonstrated the physical and mental stamina and agility as well as the ability to work successfully for extended periods of time; and
14. Has demonstrated concerned initiative and competence in investigating major crash scenes, with the added ability to follow direction.

3. Duties.

Conduct all investigative tasks assigned by the Command Staff, including but not limited to diagramming, interviewing, evidence collection, data collection, report writing, testimony, and warrant execution, and similar assigned duties.

VII. MCAT TEAM MEMBERS

A. Appointment of MCAT Team Member(s).

1. Each Party shall submit the name of a candidate who has full-time employment as a sworn law enforcement officer with the Party to the Chairman for submittal to the Parties for appointment or denial as a team member.

2. The Parties may make civilian appointments of highly qualified specialists who may assist MCAT in the investigation involving their area of expertise. A Party shall submit the name of a civilian candidate to the Chairman for submittal to the Parties for appointment or denial as a team member.

3. The candidate should meet all the requirements for the position. If the candidate does not meet all the requirements of the position, the Party should make written recommendation as to why certain requirements should be waived. The recommendation should include a resume and a schedule of training, which will then bring the candidate in line with the requirements.

4. The candidate shall then be submitted to the Commander for interview and, if a civilian candidate, a background investigation. The Commander shall make a recommendation to the Parties for appointment or denial as a team member.

5. Appointment of a team member to MCAT shall be made by the Parties.

B. Withdrawal of MCAT Team Member(s).

1. The Parties agree not to withdraw an MCAT team member without giving a written notice to the each of the other Parties at least thirty (30) days prior to the time of the removal, if possible.

2. A Party withdrawing any MCAT team member must submit a replacement candidate pursuant to the appointment procedure set forth above within thirty (30) days of withdrawing its MCAT team member.

C. Removal of Team Member(s).

1. If the Commander is having a problem with a team member, he/she shall discuss it with the Chairman. The Chairman and Commander will meet with the team member's Chief and make every effort to correct the problem. If the problem cannot be resolved, it will then be referred to the Parties.

2. The Parties have the authority to remove any team member if the problem cannot be resolved.

VIII. MCAT EQUIPMENT

A. MCAT Equipment.

1. Any equipment donated by a Party to MCAT will remain under the ownership of the donor. The Commander will maintain a list of this equipment and donor. A list of this equipment will contain the following information:

1. Type of equipment
2. Make and model
3. Serial number
4. MCAT number
5. Equipment location
6. 24-hour name and number for repairs
7. Cleaning dates

2. All equipment will be put into service to assist MCAT in resolving cases and the Commander will maintain a list of all equipment available.

B. Personal Equipment. Upon activation, each Party, if possible, shall provide its team member assigned to MCAT, an automobile, camera and digital audio recorder. The Commander, with the approval of the Parties, has the authority to select personal equipment that should be issued

to each individual team member assigned to MCAT for use. This equipment may include team ID, badge, uniform clothing, protective clothing, flash drives and computer equipment. Each Party shall purchase and pay the cost of all personal equipment.

IX. MCAT TRAINING

A. Required Training. Quarterly training will be required by all MCAT team members, with a minimum of twenty-four (24) hours annually. The Commander will ensure that quarterly training sessions occur. MCAT call outs can be used as training hours.

B. Training Documentation.

1. The Commander will be responsible for documenting the following training information:

1. Type of Training
2. Instructor
3. Date of Training
4. Hours of Training
5. Personnel who attend the training
6. Absent personnel

2. All completed documentation will be forwarded to the individual agency to be stored within individual training files. If an MCAT team member is absent from a training, the Commander will contact the Party's Chief of Police or his/her appointee and inform them of the absenteeism. MCAT team members may be removed from MCAT for not attending training.

X. ACTIVATION AND DEACTIVATION OF MCAT

A. Types of MCAT Cases. The following are the types of cases that may require MCAT to be activated. They are meant to be guidelines and are not all-inclusive:

1. Crashes involving one or more fatalities;
2. Crashes involving personal injury where probability of death or great bodily harm is great;
3. Crashes involving an emergency vehicle with serious injuries;
4. Crashes that are complicated or unusual and require technical crash investigation skills and equipment; and
5. Other crime scenes that require a detailed diagram and accounting of the scene.

B. Authority to Request Activation. Any Party's Chief of Police or his/her appointee who requires assistance while investigating any of the cases that MCAT may be activated for, possess the authority to request MCAT activation.

C. Activation. The Parties agree a Party's Chief of Police or his/her appointee will immediately contact the Commander with his/her request to activate MCAT. Any request for

MCAT activation should be made within the first hour of a crash investigation. However, a request of MCAT to document a non-traffic related crime scene does not need to be made within the first hour. The Commander will activate MCAT and contact the Chairman as soon as possible and notify him/her of the activation. The Party requesting to activate MCAT shall be the lead agency.

D. Length of Activation.

1. The lead agency's Chief of Police or his/her appointee and the Commander will make all attempts to return MCAT team members back to their Parties' law enforcement agencies as soon as possible without undermining the investigation at hand.

2. The lead agency is expected to exert maximum effort in participating in the investigation.

3. The Commander will update the Chairman within twenty-four (24) hours to advise whether the team has completed its work and deactivated. If an activation lasts longer than twenty-four (24) hours, approval for the extension should be obtained by the Commander from the Chairman.

E. Deactivation.

1. The Commander shall deactivate MCAT with the approval of the lead agency's Chief of Police or his/her appointee. Upon deactivation, MCAT team members will be released back to their Parties' law enforcement agencies.

2. Although MCAT as a whole may deactivate, the Commander may task specific MCAT team members follow-up duties in reference to the incident such as:

1. Follow-up interviews;
2. Evidence work;
3. Diagram preparation;
4. Miscellaneous incident paperwork; and
5. Any other task deemed necessary by the Commander in MCAT's completion of its investigation.

XI. MCAT RESPONSIBILITIES

A. Crash Investigation.

1. During a crash investigation, MCAT is responsible for the following functions:

1. Crash scene investigation;
2. Witness/Victim/Offender interviews;
3. Scene photography;
4. Crash scene diagramming;
5. Preparation and execution of search warrants and arrest warrants; and

6. Oversight of citations to be issued or criminal charges to be filed by requesting agency.

2. The MCAT team member from the lead agency or other lead agency officer will be responsible for the signing of all tickets, search warrants and arrest warrants.

B. Major Crime Scene. During a major crime investigation, MCAT is responsible for Crime scene diagramming

C. Investigation Documentation.

1. The Parties agree the lead agency will be responsible for the storage of:
 1. Original investigative reports;
 2. All evidence; and
 3. Investigative notes.

The lead agency will be responsible for determining what information is to be released and to whom it will be released. Because MCAT plays a support role, no MCAT team member will release information about any investigation without the permission of the lead agency's Chief of Police or his/her appointee.

XII. MEDIA RELEASES

A. Authority to Release. The lead agency's Chief of Police or his/her appointee is responsible for determining who will make any and all media releases. No other Party will make any media release about any active or inactive investigation unless the lead agency's Chief of Police or his/her appointee has first been consulted and approved the same.

B. Unauthorized Release. Any MCAT team member who releases information in any way to the media without first getting permission from the lead agency's Chief of Police or his/her appointee is subject to immediate removal from the investigation by either the lead agency's Chief of Police or the Commander. Once an MCAT team member is removed for releasing unauthorized information to the media on an active or inactive investigation the MCAT team member will be considered suspended from MCAT until the Parties have met and made a decision if the MCAT team member is to be permanently removed.

XIII. MINIMUM INSURANCE REQUIRED

Each Party to this Agreement shall, during the entire term hereof, procure and maintain the following insurance:

1. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, including owners, landlords and tenants; manufacturers and contractors; owners and contractors protective; products and completed operations; and contractual liability (which

insures this Agreement).

2. Personal Injury Liability Insurance with minimum limits of \$1,000,000 per occurrence, which insures all regular law enforcement personnel of the named, insured including false arrest, false imprisonment, malicious prosecution, libel, slander and invasion of the right of private occupancy.

3. Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all owned or leased automobiles.

Each Party will provide to the other Parties, upon request, a certificate of insurance, in form reasonably acceptable to the requesting Party, evidencing the existence of such insurance.

XIV. COUNTERPARTS

This Agreement shall be signed in counterparts by the parties hereto and each counterpart shall be construed as one document.

XV. MISCELLANEOUS PROVISIONS

No Party shall be deemed to be an authorized agent of any other Party to this Agreement. This Agreement constitutes the entire agreement between the Parties hereto and no other person or entity shall be deemed to be a beneficiary of this Agreement. No Party hereto shall assign this Agreement or the rights and duties hereunder. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever. The Parties further agree that each Party will be responsible for defending its own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each Party will be responsible for bearing its own costs, damages, losses, expenses and attorneys' fees. All notices given or required under this Agreement shall be in writing and sent by certified mail to each Party at the address listed on the signatory page of this Agreement.

EXHIBIT A to
Intergovernmental Mutual Aid Agreement

Signatures of Parties to
Intergovernmental Mutual Aid Agreement

The below referenced police chief certifies that he/she has the authority to bind their respective municipality to the Agreement to which this Exhibit is attached and such authority has been authorized by motion, resolution, or ordinance of the designated municipality.

Village of Richmond
By Richmond Police Department

By: _____
Ciro Cetrangolo, Police Chief Date



September 6, 2024

To: Village of Richmond
5600 Hunter Dr
Richmond, IL 60071

Attn: Mr. John Schmitt, Director of Public Works, Village of Richmond

RE: Village of Richmond – 2024 GIS Services
Updates to Water, Sewer, and Zoning GIS Data

Dear Mr. Schmitt:

To assist the Village of Richmond with updating their current GIS and making utility updates including updates to schema, attribute data and base data as well as making updated information accessible online, Robinson Engineering, Ltd. (REL) is pleased to submit this proposal for the following GIS/Mapping services.

PROJECT OVERVIEW

The objective of this project is to provide professional GIS services for creating water utility, sewer utility, and zoning features classes. Additional services are available as needed and as requested by the Village. Source data will be provided by the Village in GIS format, CAD, GPS, or PDF. The provided data will be reviewed and cleaned-up as necessary to ensure schema and attribute tables are in the latest format and that the data sets will provide the most benefit to the Village and its users.

Once established, GIS data will be prepared and published to the Village's ArcGIS Online (AGOL) Organizational account and provided in geodatabase deliverables to the Village.

Following the system's establishment, we will educate staff by providing two one-hour classes on how to access and use GIS as a user. We will also host a separate one-hour class for the on-site system administrators to provide education on how to review and approve proposed changes created by staff.

The following is a list of the initial scope of services to be conducted.

SCOPE OF SERVICES

1. **Convert PDF water atlas data to GIS feature class format** – REL will create a geodatabase to house all Village data. Attribute schema will be configured for water mains, valves, hydrants, and towers. REL will georeference the Village's water atlas PDF file (provided by the Village) into IL State Plane East projection. REL will extract point and line features associated with water mains, hydrants, valves, and towers as applicable from the georeferenced PDF. Extracted features will be topologically connected as necessary. REL will transcribe water main diameter annotation to the GIS attribute table.
2. **Convert PDF sanitary sewer atlas data to GIS feature class format** – REL will create a geodatabase to house all Village data. Attribute schema will be configured for sewer mains, force mains, manholes, and lift stations. REL will georeference the Village's water atlas PDF file (provided by the Village) into IL State Plane East projection. REL will extract point and line features associated with sewer mains, force mains, manholes, and lift stations as applicable from the georeferenced PDF. Extracted features will be topologically connected as necessary. REL will transcribe sewer main diameter and manhole number annotation to the GIS attribute table.

3. **Zoning Map** – REL will develop standard schema for zoning information, including a standalone related table to track zoning changes as provided by the Village. The Village will provide a hand drawn (or similar) map of zoning classifications. REL will digitize these areas. A standard zoning map will be prepared in accordance to State requirements (page size to be determined).
4. **Publish GIS data to AGOL** – REL will publish the water atlas data, sanitary sewer atlas data, and zoning to the Village's AGOL Organizational Account (Creator level credentials required. REL can assist account setup). A custom web mapping application will be developed to display published data. In addition to the layers mentioned, County provided reference layers will be added. These layers include (but are not limited to) parcels, street names, addresses, bodies of water.
5. **Establish ArcGIS Online Organizational Account** – REL will assist the Village in setting up The ArcGIS Online Organizational account. This account will allow the Village to host data layers in a secure web environment and access/update data on web enabled desktop and mobile devices. Users and account types will be determined in consultation with the Village. All payments are paid directly to ESRI.
6. **Trimble Bluetooth GPS Device Subscription** – REL will assist the Village in setting up a Trimble Catalyst DA2 Bluetooth device with GPS subscription. The GPS subscription improves the accuracy of a mobile device (phone or tablet) in the field and ranges from 1 cm accuracy to 60 cm accuracy. Hardware and subscription costs paid directly to vendor.
7. **Education, Training, and Support** – REL will conduct two back-to-back educational classes, one for users and one for administrators on-site. A second user class will be conducted on-line. Additional training, support, and coordination will be provided as needed.
8. **Optional additional services** – REL will provide additional services on an as needed basis. This could include additional education or adding additional layers to the GIS.

PAYMENT TERMS

For the above scope of services identified in items 1 through 7, REL will bill at standard rates on a time and materials basis. Additional services will be determined on a case-by-case basis. Estimated costs are as follows:

1. Water Atlas - \$10,200
2. Sanitary Sewer Atlas - \$8,400
3. Zoning map - \$5,300
4. ArcGIS Online Mapping Development - \$6,500
5. ArcGIS Online Organizational Account - \$4,000
6. Trimble GPS and Subscription - \$3,000
7. Education, Training, Support - \$6,400

TOTAL: \$43,800

Robinson proposes to perform the listed services on a time and material basis for a not-to-exceed fee of \$ 43,800.00. This fee is based on our understanding of the project and experience with similar projects. If additional efforts are needed, we will discuss details with Village Staff before proceeding. Please note that we will bill at our standard hourly rates and expenses monthly.

SCHEDULE

We anticipate completing Tasks 1 thru 6 within 90 days of receipt of a signed proposal. Task 7 will be scheduled at a mutually agreeable time with Village staff.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know how you would like to proceed. If the Village of Richmond would like to execute this proposal, please sign the signature block below, as well as initial and date the bottom of the Standards Terms and Conditions page.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (708) 225-8212 or email me at sean.tondre@reltd.com with any questions regarding this proposal, or Steve Zehner, PE at 815-394-9050 if any additional information is needed.

Very truly yours,
ROBINSON ENGINEERING, LTD.



Sean Tondre
GIS Manager
(708) 225-8212
sean.tondre@reltd.com

Cc: Steve Zehner, PE,

Accepted this _____ day of _____, 2023.

By: _____
Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Initial: _____

Date: _____

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed \$50,000.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____

Date: _____