

Legislative Summary

Resolution 15-06

AUTHORIZING A CONTRACTUAL AGREEMENT WITH WRB, LLC FOR CONSULTING SERVICES RELATING TO THE NEGOTIATIONS OF A LONG-TERM WATER SUPPLY AGREEMENT FOR THE VILLAGES OF NILES AND MORTON GROVE

Introduced: January 26, 2015

Synopsis: This Resolution will authorize an agreement with WRB, LLC to act as a Consultant relative to negotiations concerning the development and possible implementation of a long-term water supply agreement for the Villages of Morton Grove and Niles.

Purpose: The Villages of Morton Grove and Niles have purchased water from the City of Chicago for many years; however, due to recent substantial rate hikes they believe it is in their best interest to find an alternative water source at a more favorable rate; however, to the complexity of the negotiations it is recommended a special consultant be hired to help with the negotiations and agreement.

Background: The Village of Morton Grove has been working with the Village of Niles, and they have already completed extensive research and have received serious proposals from the City of Evanston and the Villages of Wilmette/Glenview for an alternative Water Supply Agreement which have been reviewed by Village staff, and Gewalt Hamilton Associates, Inc. William Balling of WRB, LLC has also been consulted due to the technical and specialized nature of the Water Supply Agreement and it is found to be in the best interest of the Villages of Morton Grove and Niles to retain a consultant to assist the Village in the analysis, negotiations, and drafting of a final water supply agreement should the decision be made to pursue a contract with an alternative source. William Balling of WRB, LLC is highly respected for his knowledge and understanding of complex water supply agreements, and the Village Manager of Niles and the Village Administrator of Morton Grove have recommended that both Villages jointly retain WRB, LLC services for this project.

Programs, Departs or Groups Affected Administration, Public Works, Legal, and Finance Departments

Fiscal Impact: WRB, LLC fees are as noted in the attached agreement and will be based on amount of work performed. The Villages of Morton Grove and Niles will equally pay the fee.

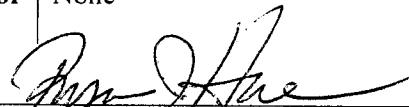
Source of Funds:

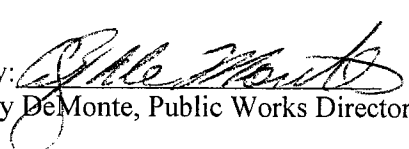
Workload Impact: The Administration, Public Works, Legal, and Finance Departments as part of their normal work activities will oversee the implementation of the contact and possible subsequent agreement.

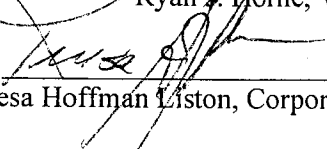
Admin Recommend: Approval as presented.

First Reading: Not required.

Special Considerations or Requirements: None

Respectfully submitted: 
Ryan J. Horne, Village Administrator

Reviewed by: 
Andy DeMonte, Public Works Director

Prepared by: 
Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 15-06

AUTHORIZING A CONTRACTUAL AGREEMENT WITH WRB, LLC FOR CONSULTING SERVICES RELATING TO THE NEGOTIATIONS OF A LONG-TERM WATER SUPPLY AGREEMENT FOR THE VILLAGES OF NILES AND MORTON GROVE

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, for many decades, the Village of Morton Grove has purchased water from the City of Chicago. Due to recent substantial rate hikes from the City of Chicago, the Village began working in collaboration with the Village of Niles to determine whether either or both communities could purchase water from an alternative source at a more favorable rate; and

WHEREAS, the Villages have received serious proposals from the City of Evanston and the Villages of Wilmette/Glenview which have been reviewed by Village staff, and Gewalt Hamilton Associates, Inc.; and

WHEREAS, due to the technical and specialized nature of water supply contracts, it is in the best interest of the Village to retain a consultant for the final negotiations and drafting of the Water Supply Agreement should the Village pursue a contract with one of the alternative sources; and

WHEREAS, Village staff has recommended the Village retain the services of William Balling of WRB, LLC as an advisory consultant for issues related to the Village's water supply contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village President is hereby authorized to execute an agreement with William Balling of WRB, LLC for consulting services relative to water supply related issues relative to the Villages of Morton Grove and Niles in substantial conformity to Exhibit "A" attached hereto.

SECTION 3: The Village Administrator, Corporation Counsel and/or his/her designee is hereby


authorized to take all steps necessary to implement said contract.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 26th day of January 2015.


Trustee Gear	<u>aye</u>
Trustee Marcus	<u>aye</u>
Trustee Pietron	<u>aye</u>
Trustee Thill	<u>aye</u>
Trustee Toth	<u>aye</u>
Trustee Witko	<u>aye</u>

APPROVED by me this 26th day of January 2015.



Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office
This 27th day of January 2015.



Ed Ramos, Village Clerk
Village of Morton Grove
Cook County, Illinois

INDEPENDENT CONTRACTOR AGREEMENT
Between the Village of Morton Grove, the Village of Niles
and WRB, LLC Management Services

This Independent Contractor Agreement (hereinafter referred to as the "Agreement") is made this 26th day of January 2015, between the Village of Morton Grove (hereinafter referred to as "Morton Grove"), the Village of Niles (hereinafter referred to as "Niles") and WRB, LLC (hereinafter referred to as "WRB"). (Morton Grove, Niles and WRB are sometimes referred to herein individually as "Party" or collectively as the "Villages" and "Parties.")

1. **DEFINITION OF WRB.** As used in this Agreement, WRB shall be construed to include all of WRB's officers, directors, members, managers, employees and agents.
2. **SERVICES.** WRB agrees to provide the following services to Morton Grove and Niles during the term of this Agreement, which are generally described as follows: WRB will assist the Villages to work collaboratively in the following areas:
 - a. Organizing meetings and activities related to the creation of a long term water supply and service agreement.
 - b. Review, discuss, support, draft, and negotiate an agreement, and assist in the development of analysis and documentation necessary to finalize a water service and supply agreement.
 - c. Develop, support, and assist in the development of an intergovernmental agreement to enable the Villages to design, construct, and install certain common improvements necessary in the transmission and delivery of Lake Michigan water to Morton Grove and Niles.
 - d. Support and coordinate efforts to include other municipalities in developing equitable service options which will benefit Morton Grove and Niles.
 - e. Support and assist in the development and formation of a new water supply entity as directed by the Villages.
 - f. Provide any further assistance requested by either Morton Grove, Niles or both Villages related to the delivery of Lake Michigan water.
 - g. Assist in the coordination of information and activities which may be requested by prospective suppliers to deliver Lake Michigan water to Morton Grove and Niles.

The performance of the services by WRB under this Agreement shall not be construed as creating any employment relationship, or employment contract, or partnership, or joint venture relationship between the Villages and WRB.

3. **TERM.** The Term of the Agreement shall commence on February 1, 2015, and shall be continuous until all work tasks have been completed or the Agreement is terminated by any party, by written notice provided four weeks in advance of the termination date. Termination shall be given with a four week advance notice to WRB.
4. **COMPENSATION.** The nature of this engagement will require consistent work by WRB and close coordination with the Niles and Morton Grove staff and designated representatives of the Village Boards. Actual hours will vary. WRB will charge an hourly

- (2) loss or damage of any kind resulting from the WRB's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the WRB.
7. **INSURANCE**. As part of the indemnification required by this Agreement, but without limiting the same, WRB agrees to carry, during the term of this Agreement, at its expense, public liability insurance, including, but not limited to coverage for bodily injury, death, and property damage written on the comprehensive form, in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. WRB shall furnish evidence of such insurance prior to the effective date of this Agreement, in the form of a Certificate of Insurance which names Morton Grove and Niles and its officers, trustees, agents and employees as additional insured.

WRB's policy or policies of insurance shall specifically recognize and cover WRB's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide the insurance provided by WRB shall be primary and any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by Morton Grove or Niles, or any other insurance or benefit of Morton Grove or Niles shall be in excess of the Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve 30 days prior written notice to Morton Grove and Niles.”

In the event of the cancellation of any insurance policy required herein, or upon WRB's failure to procure said insurance, Morton Grove and Niles shall have the right to terminate this Agreement.

8. **EQUIPMENT**. Morton Grove and Niles shall not be responsible for providing any equipment (e.g., computers), or office space to WRB.
9. **CONFIDENTIALITY**. WRB agrees to maintain the confidentiality of all Morton Grove or Niles information and documents received or obtained or learned as part of attending Morton Grove or Niles meetings and/or executive sessions, or in performing its duties under this Agreement, unless specifically directed to release such information or documents by Morton Grove and Niles or a court order or government regulatory agency order. WRB agrees all conversations by attendees of and any information or documents reviewed or discussed in any executive session are confidential and shall not be disclosed or released by WRB, unless specifically directed to release such information or documents by Morton Grove or Niles, a court order or governmental regulatory agency order. WRB shall faithfully adhere to the requirements of this Agreement and the professional ethical principles applicable hereto, including, but limited to, the ICMA Code of Ethics, and shall avoid all personal acts that might injure the reputation of

Morton Grove or Niles or undermine the business transactions and other operations of Niles.

10. **WAIVER AND ASSUMPTION OF LIABILITY.** WRB assumes all risks and liability for personal injuries or illness of any kind or death that might occur while performing any services or acting under this Agreement. WRB assumes all risks, liability and responsibility for its personal property while performing any services under this Agreement. WRB agrees to waive any claims or causes of action of any kind against Niles or Morton Grove, except for non-payment for actual services rendered under this Agreement.
11. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change is subject to the mutual agreement of the Parties and must be reduced to writing and executed by both Parties to be effective.
12. **APPLICABLE LAW.** The statutes and common law of the state of Illinois shall govern the interpretation, validity, enforcement, and performance of the terms of this Agreement. The Parties agree, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the Parties agree to voluntarily submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.
13. **ASSIGNMENT.** This Agreement may not be assigned, transferred, or conveyed by WRB without the prior written consent of Morton Grove and Niles.
14. **NOTICES.** All written notices of any kind to be given or delivered under this Agreement shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States mail return receipt requested, and first class postage prepaid. Such notices shall be sent to the Parties at their respective addresses as follows:

If to Niles:
Mr. Steven Vinezeano, Village Manager
Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

If to Morton Grove:
Mr. Ryan J. Horne, Village Administrator
Village of Morton Grove
6101 Capulina
Morton Grove, Illinois 60053

If to WRB:
Mr. William Balling, Managing Director
412 S Prindle Avenue
Arlington Heights, Illinois 60004

15. **AUTHORITY.** This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the authorities of said entity. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.

16. **EFFECTIVE DATE.** This Agreement shall become effective on the date the last signatory signs this Agreement.

SIGNATURE LINE

Village of Niles

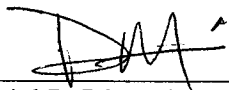
WRB,LLC

By: 
Andrew Przybylo, Village President

By: 
William Balling, Managing Director

Dated: January 26, 2015

Village of Morton Grove

By: 
Daniel P. DiMaria, Village President

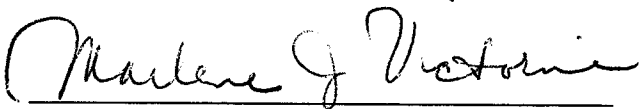
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARLENE J. VICTORINE, do hereby certify that I am the duly appointed and qualified Village Clerk of the Village of Niles, County of Cook and State of Illinois, and, as such, am the keeper of the records, legal documents and files of said Village.

I DO FURTHER CERTIFY that the attached and foregoing is a true, correct, and complete copy of a legal document duly adopted by the Board of Trustees of the Village of Niles on the 24th day of February, 2015 entitled:

RESOLUTION 2015-05R Authorizing a Contractual Agreement with WRB, LLC for Consulting Services Relating to the Review, Discussion, Drafting and Negotiations of a Long-Term Water Supply Agreement for the Villages of Niles and Morton Grove

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Niles, this 6th day of March, 2015.



Village Clerk of the Village of Niles
Cook County, State of Illinois

(SEAL)

RESOLUTION 2015-05R

AUTHORIZING A JOINT CONTRACTUAL AGREEMENT WITH WRB, LLC FOR CONSULTING SERVICES RELATING TO THE REVIEW, DISCUSSION, DRAFTING AND NEGOTIATIONS OF A LONG-TERM WATER SUPPLY AGREEMENT FOR THE VILLAGES OF NILES AND MORTON GROVE

WHEREAS, the Village of Niles (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, for many decades, the Village of Niles has purchased water from the City of Chicago. Due to recent substantial rate hikes from the City of Chicago, the Village began working in collaboration with the Village of Morton Grove to determine whether either or both communities could purchase water from an alternative source at a more favorable rate; and

WHEREAS, the Village have received serious proposals from the City of Evanston and the Villages of Wilmette/Glenview which have been reviewed by Village staff, and Gewalt Hamilton Associates, Inc.; and

WHEREAS, due to the technical and specialized nature of water supply contracts, it is in the best interest of the Villages of Niles and Morton Grove to retain a consultant for the final negotiations and drafting of the Water Supply Agreement should the Village pursue a contract with one of the alternative sources; and

WHEREAS, Village staff has recommended the Village retain the services of William Balling of WRB, LLC as an advisory consultant for issues related to the Village's water supply contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village President or his designee is hereby authorized to execute an agreement with William Balling of WRB, LLC for consulting services relating to the review, discussion, drafting and negotiations of a water supply agreement for the Villages of Morton Grove and Niles in substantial conformity to Exhibit "A" attached hereto.

SECTION 3: The Village Manager, Village Attorney and their designees are hereby authorized to take all steps necessary to implement said contract.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

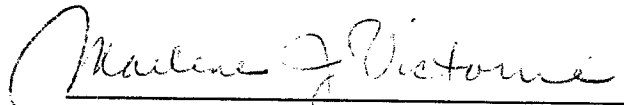
PASSED: This 24th day of February, 2015
YEAS: 6 Alpogianis, Hanusiak, Jekot, LoVerde, Matyas, Palicki
NAYS: 0
ABSENT: 0
ABSTAIN: 0

APPROVED by me this 24th day of February, 2015.



President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of February, 2015, and published in pamphlet form as provided by law in the Village of Niles, Illinois.



Village Clerk