



SUBJECT: Consideration of Resolutions to approve (1) a Budget Amendment in the amount of \$400,000.00 and (2) an agreement with Jasculca Terman Strategic Communications in an amount not to exceed \$50,000.00 for the purpose of opposing the Amtrak Hiawatha project

AGENDA ITEM: 11.a

MEETING DATE: May 1, 2018

VILLAGE BOARD REPORT

TO: Village President and Board of Trustees

FROM: Don Owen, Deputy Village Manager (847) 904-4478
Jeff Brady, Director of Community Development (847) 904-4306

THROUGH: Matt Formica, Village Manager

PURPOSE AND ACTION REQUESTED:

Staff requests Village Board consideration of Resolutions to approve a budget amendment in the amount of \$400,000.00 and an agreement with Jasculca Terman Strategic Communications in an amount not to exceed \$50,000.00 for the purpose of opposing the Amtrak Hiawatha project.

BACKGROUND:

Officials from the Federal Railroad Administration (FRA), Wisconsin Department of Transportation (WisDOT), and Illinois Department of Transportation (IDOT) released an **Environmental Assessment (EA)** on October 6, 2016 detailing expansion plans for the Amtrak *Hiawatha* service between Chicago and Milwaukee. The proposed \$195 million project would increase daily Hiawatha round trips from 7 to 10.

Regarding impacts to Glenview, adding the 3 additional round trip daily train runs would affect not only the tracks Amtrak shares with Metra east of Harlem Road/Lehigh Avenue, but also the Union Pacific tracks through west Glenview that cross West Lake Avenue, Shermer Road, and Willow Road. The two project locations are shown on the map to the right.



Specifically, the proposed Hiawatha Service project includes:

1. A new Universal Crossover switch -- this is proposed to be installed on Metra's Milwaukee District North tracks south of Dewes Street. This would allow trains to switch from one track to the other in case of emergencies and/or congested tracks, but trains moving over switches is noisy and these switches introduce more opportunities for derailments if used improperly.
2. A new 2-mile long Holding Track -- the new holding track would allow a Canadian Pacific freight train to be parked in Glenview next to six residential neighborhoods until it is assured clear passage on the Union Pacific tracks, which connect to the Canadian Pacific's Bensenville freight yard. The new single track would be supported by a 10-foot- to 20-foot-tall retaining wall, require modifications to the West Lake Avenue at-grade crossing, and require two new bridges be built, with one next to the recently-constructed replacement Shermer Road railroad viaduct.

On October 18, 2016, the Village Board passed a Resolution opposing the project and protesting the findings in the Environmental Assessment. Key issues are:

- ✓ **Project Need.** It's not clear why this project is necessary; current ridership on the Hiawatha line is only at 39% of capacity and Amtrak wants to add 3 more daily round trips during off-peak hours, where extra capacity already exists.
- ✓ **Project Impacts.** The Environmental Assessment provides no data on air quality, noise, and other health and safety impacts for residents living adjacent to the proposed holding track, nor does it include a Freight Impact Study; pursuant to the National Environmental Policy Act (NEPA), it is believed that the project will have significant negative impacts on Glenview, and a more comprehensive **Environmental Impact Statement (EIS)** is needed to provide this information.

Additionally, the Village along with thousands of residents have attended public meetings and submitted numerous objections and concerns to WisDOT and IDOT relating to the project, with specific Village strategic objectives being:

1. Eliminate the proposed holding track in Glenview
2. Relocate the proposed Universal Crossover away from downtown Glenview residential areas
3. Move the Amtrak stop from downtown Glenview to The Glen of North Glenview

DISCUSSION:

During this entire multi-year process, the Village of Glenview has remained in strong opposition to the proposed Amtrak Hiawatha expansion project due to the **anticipated significant impacts on the community**. Recently, a grassroots effort by Glenview residents has led to the creation of the Glenview ACTION Committee, which has worked closely with Village staff to educate the community and oppose this project. On March 12, 2018, a public forum was convened and attended by an estimated 1,300 residents, which culminated in the restatement that the Village of Glenview firmly opposes the project as proposed, demonstrated widespread community opposition to the project, and confirmed strong legislator support for an Environmental Impact Statement process versus the insufficient Environmental Assessment process currently being utilized by the FRA, WisDOT and IDOT. The City of Lake Forest has experienced a similar grassroots effort, and both municipalities are working to coordinate efforts in opposition to this project.

NEXT STEPS:

As stated above, the primary agencies involved in this project are the FRA, WisDOT, and IDOT. IDOT recently informed the Village of their schedule:

- ✓ Final EA: 2nd quarter 2018
- ✓ Meetings with community leaders/legislators: 2nd or 3rd quarter 2018
- ✓ Release of Final EA to FRA: 2nd or 3rd quarter 2018
- ✓ FRA Decision Document: 3rd or 4th quarter 2018

Since there are two different arenas for discussion (Federal and State), potential action items to seeking and/or achieving the strategic objectives include:

- ✓ Educating and mobilizing the community, legislators, and interested parties to oppose the project
- ✓ Proving the project need is unfounded
- ✓ Researching and obtaining approval of alternatives to the proposed project
- ✓ Demonstrating the insufficiency of the EA and obtaining approval for an EIS

Potential actions that may be necessary are:

- ✓ Communications planning and implementation
- ✓ Research by engineering, rail, traffic, and environmental consultants
- ✓ Lobbying
- ✓ Litigation (potential NEPA violation, environmental issues)

In support of the steps outlined above, staff recommends establishing a \$400,000.00 project budget as follows:

1. Communications - \$50,000.00 (see recommendation below for JT)
2. Research - \$100,000.00 (TBD)
3. Lobbying - \$50,000.00 (TBD)
4. Litigation - \$100,000.00 (TBD)
5. Contingency - \$100,000 (TBD)

The Village contracted with Jasculca Terman Strategic Communications (JT) during the 2016-2017 process when the draft EA was published and reviewed and during the early part of 2018 (“Phase I” as listed in the attached agreement) for the March 12 public forum which was very effective in educating and obtaining involvement from the community. Staff now recommends a “Phase II” agreement with JT in an amount not to exceed \$50,000.00 to continue this effort started earlier this year through 2018. Additional steps and potential contracts for research, lobbying, and litigation will be reviewed by staff and presented to the Village Board at future meetings for consideration as the process evolves.

BUDGET:

If approved, the establishment of an expanded project budget will require a Budget Amendment. Refer to Attachment 1 regarding a resolution to approve the amendment. While the Board has several options of how to fund this effort, the recommended funding source is to transfer \$400,000.00 in revenue from the Permanent Fund to the Community Development Department professional services budget.

RECOMMENDATION:

Staff recommends that the Village Board authorize the Village President to execute the attached Resolutions and approve a budget amendment in the amount of \$400,000.00 and an agreement with Jasculca Terman Strategic Communications in an amount not to exceed \$50,000.00 for the purpose of opposing the Amtrak Hiawatha project.

ATTACHMENTS:

1. Resolution for Budget Amendment
2. Resolution for JT Agreement
3. JT Agreement

Attachment 1
Budget Amendment
Resolution

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE FY 2018 BUDGET
FOR THE VILLAGE OF GLENVIEW, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Glenview, (“Village”), is a home rule municipality located in Cook County, Illinois;

WHEREAS, the Village has heretofore adopted the Illinois Municipal Budget Law as set out in 65 ILCS 5/8-2-9.1 through 5/8-2-9.9;

WHEREAS, the corporate authorities passed Resolution No. 17-134 adopting the annual budget of the Village for the fiscal year commencing January 1, 2018;

WHEREAS, said Resolution was filed with the county Clerk of Cook County in accordance with the applicable State statutes;

WHEREAS, the corporate authorities have reviewed the proposed budget amendment in the amount of \$400,000.00 for professional services and costs in support of opposing the Amtrak Hiawatha expansion project (the “Budget Amendment”); and

WHEREAS, the corporate authorities have determined that it is in the public interest to approve the Budget Amendment;

WHEREAS, the sufficient funds have been identified and are available to amend the budget for the fiscal year commencing January 1, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Glenview, that:

Section 1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That \$400,000.00 is appropriated from the fund balance and expenditures are increased by the amount in the following line item in the Permanent Fund:

42080131-590100	Transfer to Corporate Fund	\$400,000.00
-----------------	----------------------------	--------------

Section 3. That \$400,000.00 is appropriated from offsetting revenue and expenditures are increased by the same amount in the Corporate Fund:

10080130 521290	Professional Services	\$400,000.00
-----------------	-----------------------	--------------

Section 4. All Resolutions and parts of Resolutions in conflict with the provision of this Resolution are hereby repealed.

Section 5. The Village Clerk is hereby ordered and directed to cause a certified copy of this Resolution to be filed with the County Clerk of Cook County.

Section 6. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2018

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018

James R. Patterson, Jr., President
Village of Glenview, Cook County, Illinois

ATTEST:

Matthew J. Formica, Village Clerk
Village of Glenview, Cook County, Illinois

Attachment 2
JT Agreement Resolution

RESOLUTION NO. _____

WHEREAS, the Village of Glenview, (“Village”), is a home rule municipality located in Cook County, Illinois;

WHEREAS, the corporate authorities have discussed and considered the scope of work with Jasculca Terman Strategic Communications associated with opposition to the proposed Amtrak Hiawatha expansion (“JT Work Scope”); and

WHEREAS, the corporate authorities have determined that it is in the public interest to authorize a professional service agreement for the JT Work Scope in an amount not to exceed \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Glenview, as follows:

That the President and Village Clerk are authorized to enter into an agreement with Jasculca Terman Strategic Communications associated with opposition to the proposed Amtrak Hiawatha expansion in an amount not to exceed \$50,000.00.

PASSED this _____ day of _____, 2018

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018

James R. Patterson, Jr., President
Village of Glenview, Cook County, Illinois

ATTEST:

Matthew J. Formica, Village Clerk
Village of Glenview, Cook County, Illinois

Attachment 3

JT Agreement

**VILLAGE OF GLENVIEW PUBLIC RELATIONS/PUBLIC AFFAIRS
SERVICES AGREEMENT**

THIS VILLAGE OF GLENVIEW PUBLIC RELATIONS/PUBLIC AFFAIRS SERVICES AGREEMENT (“Agreement”), dated April 4, 2018, is entered into by and between the Village of Glenview, an Illinois home rule municipality (“Village”) and Jasculca Terman Strategic Communications Inc., an Illinois corporation (“Provider”). (For convenience, the Village and the Provider may be referred to individually as a “Party” and collectively as the “Parties.”)

RECITALS

WHEREAS, the Village is in need of a qualified firm to perform certain services described in Exhibit A, attached hereto and incorporated herein by reference (“Services”);

WHEREAS, Provider desires to perform the Services for the Village, and possessed the necessary qualifications and experience to do so;

WHEREAS, the Village has determined that retaining Provider to perform the Services is in the public interest;

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement in order to memorialize the terms and conditions upon which the Provider will perform the Services for the Villages;

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Provider agree as follows:

SECTION 1. RECITALS

The recitals set forth above are true and correct and are hereby incorporated into this Agreement as if fully stated herein.

SECTION 2. SERVICES

Provider shall perform the Services as described in Exhibit A, which is attached to this Agreement and dated 4/26/2018. Provider shall perform the Services with the care and skill ordinarily used by members of Provider’s profession practicing under similar conditions at the same time and in the same locality. Provider shall abide by and observe all rules and regulations established by the Village and shall comply with any and all applicable federal, state, and local laws, statutes, ordinances, orders, codes, rules, and regulations, now or hereafter in effect, relating to the Services, and shall not permit any violations of the foregoing.

SECTION 3. TERM; TERMINATION

The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2018 (the "Term").

The Village reserves the right to terminate the Agreement for its convenience upon thirty (30) days written notice. In case of such termination, the Provider shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of the Agreement. In the event that the Agreement is terminated due to Provider's default, the Village shall be entitled to purchase services elsewhere and charge the Provider with any or all losses incurred, including attorney's fees and expenses.

SECTION 4. COMPENSATION

For and in consideration of the Provider's performance of the Services, the Village agrees to compensate the Provider at the rates for Services set forth in Exhibit A. The Village shall pay all invoices submitted by the Provider in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

SECTION 5. PROVIDER REPRESENTATIONS

Provider hereby represents as follows:

- A. It is duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.
- B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Provider to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Provider is duly authorized to do so.
- C. Except only for those representations, statements or promises expressly contained in the Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Village, its officials, agents, or employees has induced Provider to enter into this Agreement or has been relied upon by Provider.
- D. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Provider which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Provider has not received notice, or has a reasonable basis for believing that Provider or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

E. This Agreement constitutes a valid, legal and binding obligation of Provider, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

F. Provider shall provide prompt notice to the Village whenever, during the Term, any of the representations contained herein ceases to be true or correct.

SECTION 6. INDEMNIFICATION

Provider shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees (collectively, "Claims"), to the extent such Claims arise or which may be alleged to have arisen out of, or in connection with, the Provider's negligence or willful misconduct in performing the Services. The obligations of the Provider under this Section 6 shall not be limited by any applicable insurance required of the Provider. Notwithstanding any other contrary provision contained herein, the Provider's obligations under this Section 6 shall survive the expiration or termination of this Agreement.

SECTION 7. INSURANCE

The Provider shall be required to maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

7.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any services under the Agreement, whether such operations or services are by the Provider or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. Liability arising from premises and operations;
- f. Liability arising from the actions of independent contractors;
- g. Contractual liability including protection for the Provider from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

7.2 BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

7.3 WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

7.4 PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Provider or its subcontractors, arising from the rendering or failure to render CDM Smith's professional services under the agreement

7.5 The Provider shall not commence services under the agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Provider allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Provider. Approval of the Provider's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to mleonard@glenview.il.us.

7.6 The Provider shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Provider in 7.1., 7.2., 1.3. and 7.4. (when required) herein. The Provider shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

7.7 Providing any insurance required herein does not relieve the Provider of any of the responsibilities or obligations assumed by the Provider in this Agreement or for which CDM Smith may be liable by law or otherwise.

7.8 Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

7.9 Failure of the Village to receive from the Provider certificates or other evidence of full compliance with these insurance requirements or failure of the Village to

identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of the Provider's obligation to maintain required insurance.

- 7.10 By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect the Provider.
- 7.11 The Provider shall advise the Village via email to mleonard@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after the Provider's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
- 7.12 The Provider's and all subcontractors' insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in its sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
- 7.13 If any required insurance purchased by the Provider or its subcontractors has been issued on a "claims made" basis, the Provider must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. The Provider or its subcontractors must either:
 - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the services under the Agreement, or;
 - b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the services under the Agreement.

SECTION 8. JURISDICTION; VENUE

This Agreement shall be construed under and governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

SECTION 9. ASSIGNMENT

This Agreement is personal in character, and Provider shall not assign any duties or performance hereunder without the express prior written consent of the Village, which may be withheld in the Village's sole discretion.

SECTION 10. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties.

SECTION 11. NO IMPLIED WAIVERS

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself or of any other breach by such other Party, whether preceding or succeeding and whether or not of the same or similar nature.

SECTION 12. SEVERABILITY

If any part of this Agreement shall be determined by a court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 13. CONFIDENTIALITY

Provider understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. For purposes of this section, confidential information shall include, without limitation:

- A. All information that concerns the business affairs of the Village including, without limitation, financial information, and all other data, records, and proprietary information involving the Village's business operations;
- B. Any information developed or created by Provider in connection with the Services; and
- C. Any other information reasonably identified by the Village as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Provider of this Agreement;
 - ii. Any information given to Provider by a third party without continuing restrictions on its use;
 - iii. Information disclosed by Provider with the Village's written approval; and
 - iv. Information required to be disclosed by applicable law.

SECTION 14. FREEDOM OF INFORMATION ACT

As a service provider to the Village, Provider may be subject to certain public records requests brought pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.*

(“FOIA”). Provider agrees to cooperate with the Village as necessary to timely answer requests for records which Provider may have in its possession pursuant to FOIA.

SECTION 15. ENTIRETY AND BINDING EFFECT

This Agreement contains the entire agreement between the Parties concerning the matters set forth herein and supersedes all prior agreements between the Parties respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to execute this Agreement, and that none have been relied on by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against the Parties’ respective successors and assigns.

SECTION 16. NOTICES

Any notices required to be given by either Party to the other under this Agreement shall be in writing, and all such notices shall be made either (a) by personal delivery; (b) by a recognized courier service, such as Federal Express or UPS, or (c) by United States certified mail, postage prepaid addressed to the Village or Provider, respectively, at the following addresses, or at such other place as the Village or Provider may from time to time designate in writing. Notice will be effective upon receipt if delivered personally, on the date signed for if delivered by courier service, or the earlier of actual receipt or three (3) days after deposit in the U.S. mail if by mailing.

If to the Village:

The Village of Glenview
2500 East Lake Ave.
Glenview, IL 60026
Attn: Manager’s Office

With a copy to:

Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, Illinois 60025

If to the Consultant:

Jasculca Terman Strategic
Communications, Inc.
Attn: James L. Terman
730 N. Franklin St., Suite 510
Chicago, IL 60654

With a copy to:

Attn: _____

SECTION 17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto were on the same instrument.

SECTION 18. EFFECTIVE DATE

The Effective Date shall be the last date on which the Agreement is signed by both Parties.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Village of Glenview Engineering Department Analysis Services Agreement to be executed in their respective names on the dates hereinafter enumerated.

THE VILLAGE OF GLENVIEW

JASCULCA TERMAN
STRATEGIC
COMMUNICATIONS, INC.

Matthew J. Formica
Village Manager

By: _____
Its: _____

Date

Date

EXHIBIT A

The Services

April 26, 2018

Mr. Don Owen
Village of Glenview
2500 East Lake Avenue
Glenview, Illinois 60026

Dear Don:

We are pleased to be working on behalf of the Village of Glenview. The following represents the terms of our standard working agreement.

SCOPE OF WORK

Jasculca Terman Strategic Communications (JT) shall provide public relations/public affairs services to the Village of Glenview (Client) in connection with the Amtrak Hiawatha line expansion proposed holding track to be sited in Glenview as determined by the Glenview Village Manager.

Phase I of this engagement shall run from March 6, 2018 through April 3, 2018 and Phase II of this engagement shall run from April 4, 2018 through December 31, 2018.

Our scope of work for both Phases includes the following, which we will perform only at the request of the Village:

- Ongoing strategic communications counsel and participation in strategy meetings and calls as needed
- Development/refinement of core messages and themes.

- Preparation of written materials, including news releases, fact sheets, informational flyers, talking points, web content and so forth.
- Media relations, including liaison to the news media, development of story and editorial pitches, management of news conferences and related services.
- Development of video content for use in outreach activities, social media and legislative briefings
- Outreach to targeted constituent groups through neighborhood meetings, email, social media and other channels.
- Production management of design materials, as necessary.

PROFESSIONAL FEES AND EXPENSES

We will bill hourly for our services and invoice you monthly according to the following rates:

Jim Terman, president	\$350/hr
Marci May, vice president	\$275/hr
Venita Griffin, vice president – digital strategies and engagement	\$275/hr
Kevin Kujawa, director of video production	\$250/hr
Emily Hanhart, account executive	\$150/hr
Emma Harrison, designer	\$100/hr
Administrative staff/account assistants	\$75/hr

Rates are subject to change with client notification.

Final invoices for the combined Phase I and Phase II services, shall not exceed \$50,000 in total without written approval for the Village of Glenview.

- Phase I Services - Overall professional fees and qualifying expenses will not exceed \$10,000 in total without written approval from the Village of Glenview.
- Phase II Services - Overall professional fees and qualifying expenses will not exceed \$40,000 in total without written approval from the Village of Glenview.

Authorized expenses are in addition to our professional fees, and will also be billed monthly.

Authorized expenses include those for outside vendor services providing such items as printing, photography, public opinion research, and overnight mail and messenger delivery. We will arrange for these vendors to bill the Village directly for any significant expense. We will not incur any single major vendor expense over \$250 without Village approval.

Additional out-of pocket expenses include meals, mileage, parking, travel, etc. and do not incur handling charges.

We assess a standard monthly services and technology fee based on 4 percent of your professional fees. This fee includes local and long distance calls, conference calls, toll-free call charges, photocopy and color printing charges, postage, mass email delivery and database software, project-specific email addresses, online research and traditional and social media monitoring and reporting services (excluding the purchase of individual clips).

The above professional fee is based on the scope of work outlined in this letter of agreement. Should the scope of work change dramatically and/or our work extend beyond this timeframe, JT will work with Client to revise our scope of work and professional fees accordingly.

CONFIDENTIALITY

It is understood and agreed that any information and knowledge divulged to JT by Client and designated by Client as confidential shall be regarded by JT as such, and JT will keep all such information as confidential and refrain from using, publishing, or revealing such confidential information without the express permission of Client.

* * * *

JT is an equal opportunity employer. All employment decisions, with respect to all aspects of our operations, are made without regard to race, color, religion, gender (including pregnancy status), age, national origin, physical or mental disability, or any other characteristics protected by applicable federal or state law.

If this agreement is acceptable to you, please sign a copy of this letter and return it to me. If you have any questions, don't hesitate to give me a call.

Sincerely,

James L. Terman
President

ACCEPTED:
Village of Glenview

By: _____

Date: _____