



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

OCTOBER 11, 2022
7:30 P.M

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Ordinance authorizing the Disposal of Surplus Property
 2. Peerless Contract Renewal
 3. GovQA Yearly Subscription Renewal
 - B. Public Works
 1. Agreement with the Goal Soccer Club Affiliate Organization
5. Board of Trustees
6. Village President
7. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: October 11, 2022

DEPARTMENT: Administration

SUBJECT: Ordinance Authorizing the Disposal of Surplus Property

EXECUTIVE SUMMARY

The Illinois Municipal Code requires adoption of an Ordinance to dispose of surplus property. The Village property listed in Exhibit A is no longer necessary or useful to the Village. In order to allow for disposal or sale, the attached Ordinance declares the property as surplus. The Ordinance authorizes the Village Administrator to determine the appropriate means of disposal. Staff will sell items with value and dispose of other items appropriately.

FINANCIAL IMPACT

Any money received from the sale of these items, will be returned to the appropriate fund.

ATTACHMENTS

1. Proposed Ordinance
2. Exhibit A

RECOMMENDED MOTION

Motion to adopt the ordinance declaring Village property as surplus.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Authorizing the Disposal of
Surplus Property owned by the Village of Lake in the Hills**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions to provide for the protection of the public safety and welfare of the Village and it's residents, as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills is authorized to sell or otherwise dispose of personal property pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4; and

WHEREAS, in the opinion of the President and Board of Trustees, it is no longer necessary, useful, or for the best interests of the Village to retain the property now owned by it and described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Surplus Property");

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: Recitals: The foregoing recitals are hereby incorporated into this ordinance as finding of the President and Board of Trustees.

SECTION 2: Declaration of Surplus Property: The President and Board of Trustees hereby find and determine that the surplus property is no longer necessary or useful to the Village and the best interests of the Village will be served by its sale or disposal.

SECTION 3: Authorization to sell or otherwise dispose of surplus property: The Village Administrator is hereby authorized to sell or otherwise dispose of the surplus property in such a manner as the Village Administrator shall determine is in the best interest of the Village.

SECTION 4: Effective Date: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet for in the manner provided by law.

Passed this 13th day of October 2022 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
Trustee Wendy Anderson	_____	_____	_____	_____
President Ray Bogdanowski	_____	_____	_____	_____

APPROVED THIS 13TH DAY OF OCTOBER, 2022

Village President, Ray Bogdanowski






(SEAL)

ATTEST:


Village Clerk, Shannon DuBeau

Published: _____

**Surplus Property Listing
Exhibit A**

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
1	2011 Ford Crown Vic #1572	1	2011 Ford Crown Victoria Police Interceptor	2011000007	2FABP7BV3BX104417	Serviceable	\$ 2,500	Auction	
2	2008 Dixie Chopper Zero-Turn Mower #454	1	2008 Dixie Chopper Model 3366	2015000002	8083114	Unserviceable	\$ 500.00	Auction	
3	7400 Dump Truck #86	1	2006 International 7400	N/A	1HTWDAZR66J378285	Serviceable	\$ 18,000.00	Auction	
4	Compressor - 120 Gallon	1	Quincy - Model #QC02012D0093	N/A	2050816-0071	Serviceable	\$ 3,000	Auction	
5	Compressor - 80 Gallon	1	Quincy - Model #QC02008D00466	N/A	20030625-0120	Serviceable	\$ 2,500	Auction	

**Surplus Property Listing
Exhibit A**

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
6	Compressor - 80 Gallon	1	Saylor-Beall - Model #CD-735-80	N/A	5-94-S96	Serviceable	\$ 1,000	Auction	



REQUEST FOR BOARD ACTION

MEETING DATE: October 11, 2022
DEPARTMENT: Administration
SUBJECT: Peerless Contract Renewal

EXECUTIVE SUMMARY

The Village uses a modern digital system of two Session Initiated Protocol (SIP) trunks to supply dial tone and voice for voice over IP phones. Village Hall has its own SIP, while the Police Department and Public Works share a SIP that travels through the microwave network. An additional 4G wireless backup device is also being recommended in case of an outage as the failover coverage. The three-year contract between the Village and Peerless Network, Inc. (formerly Call One) expires on October 24, 2022. The attached agreements will renew for a term of two years, providing the same services and capacity as the current contract.

FINANCIAL IMPACT

The current contract for the Police Department is \$368.20 per month, and costs \$398.20 per month to renew. The current contract for Village Hall is \$325.25 per month, and costs \$350.25 to renew. This renewal reflects approximately 8% increases from the current contract.

- Police Department Peerless SIP 500 (20) and 4G backup - \$398.20 Monthly
- Village Hall Call One SIP 500 (15) and 4G backup - \$350.25 Monthly

The 2022 budgeted annual cost for the Village Hall SIP trunk is \$8,192.16; the estimated year-end cost is \$5,203.76. The 2022 budgeted annual cost for the Police Department SIP trunk, EOC & SEC phone lines is \$35,741.46; the estimated year-end cost for the SIP is \$6,031.26. The FY22 budget had included a sizeable increase in charges beginning in July due to AT&T forbearance granted by the FCC. Due to migrating the Plain Old Telephone Service (POTS) lines to Comcast, the Village did not incur these exponential charges.

ATTACHMENTS

1. Master Service Agreement
2. 911 Addendum
3. Service Order Agreement – Police Department
4. Service Order Agreement – Village Hall

RECOMMENDED MOTION

Motion to approve the Master Service Agreement with Peerless Network, Inc., including Service Order Agreements for the Police Department and Village Hall.



MASTER SERVICE AGREEMENT

This Master Services Agreement (this "Agreement") is entered into between the signatories below and consists of this signature page, the attached Peerless Terms and Conditions, Service Guide, and any applicable documents incorporated by reference. The Effective Date of the Agreement is the last date when the Agreement was signed ("Effective Date"). Except as otherwise provided in this Agreement, all notices will be given in writing to the address below. The parties will notify each other in writing of any changes to the contact information on this page.

The parties have caused this Agreement to be duly executed by their authorized representatives below. Peerless may consider this document null and void if a Customer-executed version is not received by Peerless within thirty (30) days of the Peerless signature date or if Customer amends the Peerless-executed version

Customer:	Village of Lake In The Hills	Peerless Network, Inc. and its Affiliates	
Signature:		Signature:	
Name:	Ray Bogdanowski	Name:	
Title:	Village President	Title:	
Date:		Date:	
Notices to Customer:		Notices to Peerless:	
Street Address :	600 HARVEST GATE	Street Address :	433 W Van Buren St.
Suite Number :		Suite Number :	Suite 410S
City, State :	LAKE IN THE HILLS, IL	City, State :	Chicago, IL
Zip Code :	60156	Zip Code :	60604
ATTN:		ATTN:	EVP - Enterprise
Phone #:		Fax: 312-506-0931	
E-Mail:		enterprisecontracts@peerlessnetwork.com	
		For billing disputes/termination:	
		customer@peerlessnetwork.com	



Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN VERY IMPORTANT INFORMATION ABOUT THE TERMS APPLICABLE TO THE SERVICES AND DEVICES PEERLESS WILL PROVIDE YOU.

In these Terms and Conditions (“Terms”), “we,” “us,” “our” or “Peerless” will refer to Peerless Network, Inc. and its affiliates, and the terms “you,” “your” and “Customer” will refer to you. Peerless and Customer are collectively referred to herein as “Parties” and individually as a “Party.” If you are registering for a Peerless account to use the Services or Devices on behalf of an organization, you are agreeing to these Terms for that organization and promising to Peerless that you have the authority to bind that organization to these Terms (and, in which case, the terms “you,” “your” and “Customer” will refer to that organization). If that organization has a separate written agreement with Peerless covering the use of the Services or Devices, Peerless may revise these Terms from time to time. If we do, those revised Terms will supersede prior versions. To the extent that we can, we will provide you at least thirty (30) days advance written notice of any revisions. This notice will be provided to the email address noted in the cover page above. Your continued access or use of the Peerless Services or Devices constitutes your acceptance of any revisions. If you do not agree to the revisions, you should stop using the Peerless Services and Devices otherwise you will continue to be liable for the Services or Devices used.

SERVICES AND DEVICES PROVIDED.

Peerless agrees to provide, and Customer agrees to accept and pay for, those services and/or devices Customer selects from the Service Guide found on the Peerless Portal at <https://www.peerlessnetwork.io/terms#service-guide-terms> and associated rates in Addendum 1.

The Services and Devices will be provided in accordance with these Terms, the Service Guide, and additional terms referenced herein, and state and federal tariffs, if applicable. Applicable state and federal tariffs consist of the service descriptions and other provisions contained in tariffs filed by Peerless or its affiliates, with the applicable commission having jurisdiction over the Services being provided, where applicable. In the event of a conflict between these Terms, the Service Guide, and the tariffs, where applicable, the order of priority shall be first the Terms, then the Service Guide, then the applicable tariffs.

All Services are subject to availability as well as operational and systems limitations. Services will be provided using Peerless’ own facilities and/or those of third-party service providers.

TERM AND TERMINATION.

The Terms are effective as of the “Effective Date” and shall continue for successive one (1) month periods or as otherwise agreed to by the Parties when Services and Devices are ordered, unless cancelled by either Party giving at least thirty (30) days’ written notice prior to the expiration of the then current term. Notwithstanding the foregoing, the Terms shall not expire for so long as Peerless continues to provide Services or Devices under these Terms. No new Services may be initiated, or Devices ordered, following notice of cancellation by either Party.

Each Service or Device will have a Service Term that is defined below:

- SIP Trunking, Unified Communications, Toll Free and all related VoIP Services and Devices: the Service Term commences when you select and order any of the Services or Devices per this Agreement.
- Network Services, SD-WAN and other Managed Services: the Service Term commences when the Service ordered is made available to you.

Termination Before Start of Service Date for a Service or Services: If you terminate a Service (in whole or part) before the Start of Service Date, you agree to pay Peerless all charges Peerless incurs or will incur from underlying service providers, as well as costs Peerless has incurred to provide the Service or Services.

If Customer terminates the Services or lease of Devices prior to the expiration of the Service Term for any Services or Devices, Customer agrees to pay all remaining charges for Services and lease of Devices, if applicable, including but not limited to all MRCs for the remainder of the Service Term, as defined herein, which amounts shall become immediately due and payable upon receipt of Customer’s early termination notice.

Termination/disconnection requests by Customer must be submitted in writing to billing@peerlessnetwork.com. Customer acknowledges that in the event of expiration or termination of the Terms, Peerless has no obligation to continue to provide Services to Customer or, where applicable, to route traffic originating or terminating to Customer. Customer further agrees that it will immediately affect an orderly and timely transition of Services to another provider or route. Customer may terminate Services or the lease of Devices with prior written notice if Peerless cancels, changes, or supersedes any provision of the Service or lease of Devices due to a change in applicable law if the change materially impacts Customer’s use of the Services or Devices or creates additional material obligations for the Customer.



Peerless may immediately suspend or terminate the Services or Customer's lease of Devices if Customer fails to (a) make any payment due under the Terms, (b) provide satisfactory assurance of its ability to pay for Services or lease of Devices after reasonable notice, (c) cure any fraudulent or otherwise unlawful activity after reasonable notice, (d) commits a material breach of the Terms which is not remedied after reasonable notice or cannot be remedied; or (e) becomes the subject of a voluntary petition or an involuntary petition in bankruptcy or any proceeding for insolvency, receivership, liquidation, or assignment for the benefit of creditors that is not dismissed within sixty (60) days.

Termination of Services or lease of Devices for any cause does not release Customer from any liability which, at the time of termination, has already accrued to Customer, or which may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination.

CHARGES, BILLING, AND PAYMENT.

Commencing on the first day of the Service Term for each Service, Customer will pay the applicable charges for the Services and lease of Devices. For Service, monthly recurring charges ("MRCs") will be invoiced on a monthly basis in advance and non-recurring charges will be invoiced in arrears. Usage-based charges will be invoiced in arrears. Peerless may pass through surcharges without mark-up to Customer when directly related to Customer's use of service. If the first day of the Service Term for any Services falls on a day other than the first day of any Billing Cycle, the initial charge to Customer shall consist of (a) the pro-rata portion of the applicable monthly charge covering the period from the Effective Date to the first day of the subsequent Billing Cycle, and (b) the MRC for the following Billing Cycle. Peerless shall have the right to modify rates and charges for the Services (including charges for any associated local access circuits) upon seven (7) days written notice to Customer for usage-based rates and upon thirty (30) days written notice to Customer for non-usage-based rates. Special Construction - If an order for any access service is determined to require special construction by the underlying access vendor, Peerless will provide Customer the cost for the special construction and the option to agree to pay the cost. If Customer declines to pay for the special construction the order will be cancelled at no cost to Customer.

Payment Method Selection (enter 1, 2, or 3 based on the Options described below)

Option 1: Prepay with credit card, where Customer agrees that fees will be deducted from its credit balance, with the ability to top-up and auto top-up

Option 2: Post-paid with credit card, where Customer wishes to pay for the Services or lease of Devices via credit card at the end of the billing cycle. With this option, Customer agrees their card will be charged on the 1st of each month for the prior month's usage

Option 3: Post-paid with credit terms, where Customer selects that it will pay via check or Automated Clearing House ("ACH") net thirty (30). If Customer selects post-paid with credit terms and there is not credit card on file, Customer authorizes Peerless to assess Customer's credit worthiness by whatever means Peerless deems reasonable, including but not limited to accessing the Customer's business credit information and reaching out to bank and trade references provided by Customer in the Portal registration process

Depending on the method of payment selected, payment will be due on the applicable due date ("Due Date"). Any amount not properly disputed and not paid by the Due Date will bear a late payment charge at the rate of one and a half percent (1.5%) per month (or such lower amount as may be required by law) until fully paid.

Any billing dispute or request for a billing adjustment must be made in good faith and in writing within thirty (30) days from the Due Date otherwise charges will be conclusively deemed undisputed and accepted by Customer. The Parties agree that resolving disputes as promptly and efficiently as possible will best serve their respective interests. All disputes must be directed to billing@peerlessnetwork.com and shall include detailed documentation sufficient for Peerless to assess each element of the dispute (the "Dispute Notification"). Each Party will appoint a knowledgeable, responsible representative with decision-making authority to negotiate in good faith to resolve any dispute arising out of or relating to the dispute. Each Party, through its representatives, shall negotiate diligently and in good faith for a period of sixty (60) days from the Dispute Notification or a mutually-agreed upon time period, to resolve the dispute. If the internal resolution process does not result in a resolution of the dispute, the Parties will proceed to arbitration as set forth below. If the dispute is resolved, the Customer must pay the disputed amount or Peerless will provide a credit on the next invoice, provided Customer is not delinquent in payment or otherwise in default of the Terms, in which case the credit will be issued against a subsequent Customer invoice.

**BINDING ARBITRATION.**

Any dispute arising out of the Terms, provision of Services, or lease of Devices that cannot be resolved pursuant to good-faith negotiations must be submitted to binding arbitration in accordance with the rules established by the American Arbitration Association (“AAA”). The decision of a sole arbitrator shall be binding on all parties. The arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”), as amended by the Terms.

Either Party may initiate arbitration by providing written demand for arbitration, a copy of these Terms and the administrative fee required by the AAA Rules to the AAA located in Chicago, Illinois. A copy of the notice shall also be provided to the other Party. The remaining cost of the arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties, unless the arbitrator’s award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that binding arbitration shall be conducted in Chicago, Illinois.

The Parties agree that the Arbitrator’s authority to grant relief shall be subject to the provisions of the Terms, the Federal Arbitration Act, the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes, applicable tariffs, substantive law of the State of Illinois or the applicable state public service commission, and the Communications Act of 1934, as amended. Except for the intentional misconduct of a Party, the Arbitrator shall not be able to award, nor shall any Party be entitled to receive, punitive, incidental, consequential, exemplary, reliance or special damages, including damages for lost profits. The Arbitrators’ decision shall follow the plain meaning of the relevant documents, and shall be final, binding, and enforceable in a court of competent jurisdiction. The decision of the Arbitrator can only be appealed for mistake(s) of law.

CREDIT AND ASSURANCE OF PAYMENT.

In the event charges due pursuant to any invoice are not paid in full by the Due Date, Peerless shall have the right to suspend all or any portion of the Services or lease of Devices to Customer immediately until such time as Customer has paid in full all charges then due including any late fees or penalties. Following late payment or if at any time Peerless, in its sole discretion, believes that Customer presents an undue risk of nonpayment, Peerless may require that Customer provide satisfactory assurance of its ability to pay for Services or lease of Devices, i.e., requiring a deposit, guaranteed letter of credit, or other means as requested, and advanced payment of the cost of reinstating Services prior to reinstating such Services or reinstate a Device lease prior to such reinstatement. Failure of Customer to provide the requested assurance within five (5) business days shall be a material breach of Customer’s obligations under the Terms.

AGENT AUTHORIZATION.

If you come to Peerless through an authorized agent, your authorized agent may manage your account and add, change, or remove Services or Devices from your account. You agree to be bound by any changes made by agent to your account, including any charges associated with the addition of Services or Devices. To the extent your agent makes any unauthorized changes to your account, you agree to hold Peerless harmless for any such changes and pursue any claims or causes against agent for alleged damages or losses due to that unauthorized activity.

TAXES, ASSESSMENTS AND CHARGES.

Customer acknowledges that Peerless computes all charges exclusive of any applicable federal, state, or local use, excise, gross receipts, sales, and privilege taxes, duties, fees, or similar liabilities. Notwithstanding the forgoing, the End User Common Line charge, when applicable is included within the applicable rate. Except to the extent Customer provides a valid tax exemption certificate in a form acceptable to Peerless prior to the delivery of Service. Customer will be responsible to pay any other surcharges that Peerless is required, or permitted, to invoice to Customer in connection with any Service, including, without limitation, permanent or temporary governmental fees or assessments unless Customer provides the appropriate certification to Peerless that the Customer will make payments directly to the applicable agency assessing the fees. It is the Customer’s sole responsibility to supply tax-exempt documentation, if applicable, failing which Customer will be billed accordingly. For taxing purposes, Customer’s Place of Primary Use (“PPU”) is Customer’s billing address. Customer will contact billing@peerlessnetwork.com for changes to its PPU. All payments made by Customer will be made without any deduction or withholding for or on account of any taxes. Customer agrees to indemnify, defend and hold harmless Peerless from any liability or expense associated with applicable taxes or surcharges. To the extent Customer purchases Devices from Peerless, Customer is responsible for all taxes related to the purchase, including sales taxes, value-added taxes, and any other similar taxes imposed by any governmental entity.

NETWORK MODIFICATION AND NETWORK MAINTENANCE.



Peerless reserves the right to modify its network, system configurations or routing configurations. Peerless may, in its sole discretion and without liability, change or modify the features and functionalities of the Services or modify or replace any hardware or software in the network or in equipment used to deliver the Services provided that this does not have a material adverse effect on the Services. Peerless may perform scheduled or emergency maintenance (including temporary suspension of Service as necessary) to maintain or modify the network, network terminating equipment, where applicable, or the Services. Peerless will give Customer such notice of the maintenance as is reasonably practicable in the circumstances, provided that, in the event of scheduled maintenance, Peerless will give Customer at least four (4) days' notice.

USE OF SERVICES OR DEVICES OUTSIDE THE US.

Peerless encourages use of the Services within the United States to other countries, but Peerless does not presently offer or support use of the Services or Devices in countries other than the United States. Peerless's Services and Devices are intended for use only by persons or entities whose primary business address is in the United States. If you remove the Devices to a country outside the United States or use the Services from there, you do so at your own risk, including the risk that such activity violates local laws in that country. You will be solely responsible for any violations of law resulting from such use.

CONNECTIVITY.

Peerless's Cloud PBX Services are designed to work generally with unencumbered high-speed internet connections. If your internet service provider places restrictions on the usage of VoIP services, Peerless does not represent or warrant that use of the Cloud PBX Services by you is permitted by any or all of the internet service providers.

There may be other services with which our Cloud PBX Services may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Cloud PBX Services. Peerless does not warrant that the Cloud PBX Services will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Services with any particular broadband service.

The Cloud PBX Services may also not be compatible with non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. You acknowledge and agree to such limitations and waive any claim you may have against Peerless for interference with or disruption of such systems due to the Services.

DATA AND COMPUTER MANAGEMENT.

You agree and acknowledge that you are responsible for obtaining, installing, configuring, and maintaining suitable equipment to use the Cloud PBX Services, including your computer, telephone, software, system or software upgrades, patches, and other fixes which may be necessary to access the Services. Peerless will only provide assistance with respect to Peerless-provided Devices. For Cloud PBX Services, Peerless may measure and monitor network performance and may access and record information about your computer's profile and settings to provide customized technical support. You agree that Peerless can monitor your internet connection and your network performance, as well as access and adjust your computer settings, as related to the Cloud PBX Services. For Cloud PBX Services, Peerless is not obligated to store your communication logs, voicemails, faxes, or other messages and, if it does so, it is solely storing them as a convenience to you.

WARRANTY AND LIMITATION OF LIABILITY.

WARRANTY AND DISCLAIMER. PEERLESS WARRANTS THAT IT WILL PERFORM SERVICES WITH REASONABLE SKILL AND CARE AND IN A WORKMANLIKE MANNER AND WILL USE REASONABLE EFFORTS TO RESTORE SERVICES IN THE CASE OF FAILURE. PEERLESS MAKES NO OTHER WARRANTY OR GUARANTEE RELATING TO THE SERVICES OR DEVICES, EXPRESS OR IMPLIED, UNDER THE TERMS OR OTHERWISE, AND PEERLESS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS RELATING TO THE SERVICES AND DEVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.



LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, INCLUDING ANY DAMAGES ARISING FROM ANY NEGLIGENT ACT OR INADVERTENT OMISSION, WHETHER IN CONTRACT, TORT OR UNDER LAW, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR DIRECT DAMAGES IN AN AMOUNT IN EXCESS OF THE AMOUNT THAT PEERLESS CHARGED OR WOULD HAVE CHARGED FOR SUCH SERVICES OR DEVICES IN THE SIX MONTHS PRIOR TO WHEN THE CLAIMS FIRST AROSE OR \$100,000, WHICHEVER IS LESS.

EXCLUSION OF LIABILITY. SUBJECT TO THE PROVISIONS ON WARRANTY AND DISCLAIMER AND LIMITATION OF LIABILITY, ABOVE, IN NO CIRCUMSTANCES SHALL PEERLESS, ITS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE: (A) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (B) ANY DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO ANY SERVICE, DEVICE, PRODUCT OR ACTIONS OF ANY PERSON, INCLUDING BUT NOT LIMITED TO DELAY, LOSS, DAMAGE, OR SERVICE OR DEVICE FAILURE ATTRIBUTABLE TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, 'DENIAL OF SERVICE' ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE, OR (C) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS.

LIMITATIONS PERIOD. EXCEPT FOR CLAIMS FOR INDEMNIFICATION, NO ACTION OR PROCEEDING AGAINST EITHER PARTY ARISING UNDER THESE TERMS, THE SERVICES, OR LEASE OR SALE OF DEVICES PROVIDED WILL BE COMMENCED BY THE OTHER PARTY MORE THAN ONE (1) YEAR AFTER THE TERMINATION OF THE TERMS OR PEERLESS PROVIDING THE SERVICES OR DEVICES, WHICHEVER IS LATER, AND EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER BY IT OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME.

INDEMNITY.

For the purposes of this provision, "Losses" means all losses, liabilities, damages and costs, including taxes and other additional charges, and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation and settlement).

Customer shall defend, indemnify and hold Peerless, its affiliates, and their respective employees, agents, and contractors harmless from and against all Losses resulting from or in connection with any third party claims, suits, or proceedings: (i) arising from Customer's mischaracterization of its traffic or erroneous classification, as applicable, as an end user of the Services, where applicable; (ii) alleging that the content, use and/or publication of information and communications transmitted by Customer, or its customers or end-users using the Services or Devices ("Content") infringes upon or violates the rights of such third party; and (iii) alleging that Customer's use of the Services, Devices or the Content violates applicable law regardless of the form of action, whether in contract, tort, warranty, or strict liability and whether in respect of copyright infringement or any manner of intellectual property claims; including but not limited to, under either (ii) or (iii) above, defamation claims or claims involving publication or transmittal of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing materials.

Each Party shall defend, indemnify and hold the other Party, its affiliates, and their respective employees, agents, and contractors harmless from and against all Losses resulting from or in connection with any third party claims, suits, or proceedings arising out of, relating to, or in connection with a death, personal injury, or damage to real and tangible real property to the extent resulting from or caused by the gross negligence, willful misconduct, or recklessness of the indemnifying Party, its affiliates, and their respective employees, agents, or contractors.

The Parties' indemnity obligations are conditioned upon: (A) the indemnified Party giving the indemnitor prompt written notice of any such suits, claims, and proceedings; (B) the indemnitor having complete and sole control of the defense and settlement of any such claim, suits, or proceeding provided, however, that the indemnitor provides all relevant information in a timely manner to the indemnified Party and that the indemnified Party must approve of any settlement, such approval not to be unreasonably withheld; and (C) the indemnified Party reasonably cooperating with the indemnitor to facilitate the defense or settlement thereof.

FORCE MAJEURE.



Other than with respect to failure to make payments due hereunder, neither party shall be held responsible for any delay or failure in performance of any part of these Terms to the extent such delay or failure is caused by: fire; flood; earthquake; the elements; lightning; explosion; war; act of terrorism; strike; embargo; labor dispute; utility curtailments; power failures; government requirement; civil or military authority; act of god or nature; inability to secure materials or transportation facilities; act or omission of carriers or suppliers (other than the parties themselves); acts or failures to act of any governmental authority; computer viruses or worms; 'denial of service' attacks, DNS spoofing attacks and/or other hacking attacks of a similar nature (provided that the parties have taken reasonable steps to prevent such hacking attacks) or any other causes beyond its reasonable control, whether or not similar to the foregoing providing that for any cause of force majeure the parties have taken reasonable steps to prevent such an event. Failure of either party to perform under the Terms, because of the occurrence of an event of force majeure lasting more than forty-five (45) days will, upon twenty-four (24) hours written notice to the other party, represent a ground for termination only of the Services affected by such event.

REGULATORY MATTERS; COMPLIANCE WITH LAWS; USE OF SERVICES AND SOFTWARE; ACCEPTABLE USE POLICY; FAIR USE POLICY; SHORT DURATION CALLS; AUTO-DIALING AND CALL BLASTING.

The Parties shall comply with their licenses and all laws applicable to the Terms and to their respective businesses. The Parties shall perform their obligations under the Terms in a commercially reasonable, ethical, and professional manner and in accordance with applicable law.

Peerless, upon reasonable notice to Customer, may cancel or suspend the provision of the whole or any part of any Service or lease of Devices which is determined to be a violation of, or no longer permitted under, any applicable law or regulation or of Peerless' license in the jurisdiction, or for Customer use of Services not as designed or provided or disrupt other users of the Services or of the Peerless Network.

Customer will ensure that neither it nor its customers or other authorized third-party end users interfere with or disrupt other users of the Services or of the Peerless Network. Customer will use a Services and Devices only for the purposes for which they are designed and provided. Customer shall abide by Peerless's then-current Acceptable Use Policy ("AUP") available at <https://www.peerlessnetwork.io/terms#acceptable-use-policy> and incorporated by reference.

Customer is solely responsible for (a) content of information and communications transmitted using the Services and Devices, and (b) use and publication of communications and/or information using the Services or Devices. Customer understands and agrees that Peerless is only an intermediary for the transmission of Customer and third-party information, that Peerless plays a passive role as a conduit of information for Customer and third parties, and that Peerless neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.

Call Recording. With Cloud PBX Services, you may be provided with functionality that allows you to record individual telephone conversations. Laws regarding notice, notification and consent for recording conversations varies by each state, including the requirement to obtain consent in some states. You agree that you are solely responsible for complying with all federal, state, and local laws in any state if you decide to use the recording feature.

CALEA Compliance. Peerless intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). Notwithstanding any provision in the Terms to the contrary, by using the Services or leasing Devices, Customer agrees and consents to Peerless's right to monitor and otherwise disclose the nature of communications if and as required by CALEA without any further notice to you.

GOVERNING LAW.

These Terms shall be governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of laws, except that if federal law, including the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and orders of the Federal Communications Commission ("FCC") or a state Commission, applies, federal law shall control.

NOTICES.



All notifications, requests, demands and other communications required or permitted under these Terms ("Notices") will be in writing and addressed to the recipient Party at the address(es) specified on the cover page above. Notice will be deemed given: (a) upon delivery, when delivered in person during a Business Day or, if outside the hours of a Business Day, on the next Business Day; (b) twenty-four hours (24) after transmission of an email or deposit with an overnight delivery service for next day delivery; (c) the same day when sent by facsimile transmission during normal business hours, receipt confirmed by sender's equipment; or (d) three (3) Business Days after deposit in the mail, postage prepaid, registered or certified mail, return receipt requested.

GENERAL.

Independent Contractors. Peerless and Customer are, and shall be deemed to be, independent contractors with respect to the subject matter of these Terms. Nothing contained herein shall constitute this arrangement to be a joint venture or a partnership between Peerless and Customer. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.

Assignment. Customer may not assign its rights or obligations under these Terms. Peerless may freely assign the Terms or any portion thereof to an entity controlling, controlled by, or under common control with, directly or indirectly, by Peerless (a "Peerless Affiliate"), and may freely assign its right to receive payments hereunder. Any assignment, transfer or other disposition which is in violation of this provision is void and of no force and effect.

Subcontracting. Peerless, without Customer's consent, may subcontract the provision of a Service, a portion of a Service, or lease of Devices provided that Peerless will continue to be liable for the performance of such subcontractors under the Terms.

Customer Data. Notwithstanding anything to the contrary, Customer agrees that Peerless (or any Peerless Affiliate) may process personal data (for example, contact details) provided by Customer in connection with the Terms (hereinafter, "Customer Data") for the purpose of the Terms, for purposes connected with the Service or lease of Devices, and/or business relationship between the Parties, consistent with applicable law and regulation. Customer confirms that, to the extent required, it has obtained all necessary consents from third parties in order to share any third-party information. Such processing may also include transferring Customer Data to other Peerless Affiliates worldwide and/or its storage in a local or foreign database.

Confidential Information. Each Party agrees to maintain in strict confidence customer data or data a reasonable person would consider confidential. No obligation of confidentiality shall apply to disclosed information which the recipient (i) already possessed without obligation of confidentiality, or (ii) develops independently, or (iii) rightfully receives without obligation of confidentiality from a third party, or (iv) must disclose due to reasons permitted or prescribed by law or due to court, mediation, arbitration, or official orders. The recipient shall immediately notify the other Party of any disclosures made pursuant to this provision. Each Party acknowledges that a breach or threatened breach of confidentiality may cause irreparable harm, which cannot be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Party that threatened to make or made the unauthorized disclosure consents to equitable relief, including temporary restraining orders or preliminary or permanent injunctions, in addition to any other remedies that the Party to which the confidential information belongs is entitled.

Privacy. For Cloud PBX Services, Peerless must utilize, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Peerless encrypts all voice communications for its Cloud PBX Services, but Peerless cannot guarantee that VoIP communication will be completely secure. You agree that Peerless shall not be liable for any lack of privacy arising out of use of the Cloud PBX Services. You acknowledge that you have read our Privacy Policy ("Privacy Policy") understand that it sets forth how we will collect, store, and use your Customer Data. If you do not agree with our Privacy Policy, then you must stop using the Peerless Services immediately.

Publicity. Neither Party will publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo, trademarks or service marks of the other without the prior written approval of the other, provided either Party may list the other as a supplier/customer of the services provided hereunder.



E9-1-1 Dialing. If you decide to utilize the E9-1-1 service option, you agree to the Notification and Disclosure regarding the Non-Availability of Traditional 911 or E911 Dialing Service available at <https://www.peerlessnetwork.io/terms#disclosure-911> when utilizing VoIP Emergency Services 911 Dialing. Customer is responsible for managing 911-database information associated with assigned numbers, including registering any telephone number and any applicable, corresponding CNAM for 911 calling capability in the Peerless Portal in advance of terminating any call(s) to 911. Peerless will send these calls to the Public Safety Answering Point ("PSAP") serving the physical location associated with the Registered Address. Calls to 911 from an unregistered or invalid number, will be routed to the Emergency Call Relay Center ("ECRC"). Callers will be required to provide their address and phone number for ECRC agents to properly address the call. Violations of this provision will incur an ECRC pass-through surcharge.

No Waiver. No waiver of any term or condition of the Terms shall be enforceable unless it is in writing and signed by the Party against whom it is sought to be charged. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy unless provided herein. The waiver by either Peerless or Customer of any breach of the Terms by the other in a particular instance will not operate as a waiver of subsequent breaches of a same or different kind.

Binding Effect. If any provision of these Terms is held to be invalid or unenforceable, the remainder of the Terms will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

Amendments. No amendment to or modification of or rescission, termination, or discharge of these Terms is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of these Phone Lease Terms and signed by an authorized representative of Peerless.

Survival. Termination of these Terms shall not affect either Party's accrued rights or obligations under these Terms as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after these Terms have ended.

No Third-Party Beneficiary. These Terms are not intended to be for the benefit of any third party, is not enforceable by any third party, and will not confer on any third party any remedy, claim, right of action or other right.

Headings. The headings and other captions in these Terms are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms.

Remedies. Except as may otherwise be provided herein, the assertion by a Party of any right or the obtaining of any remedy hereunder shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity, hereunder.



Alternate 911 Service Acknowledgment

Customer acknowledges that in some circumstances, including those listed in 911 and e911 Disclosure Notice section of the Service Guide, E911 service may not be available through the VoIP Service or may be limited in comparison to traditional E911 service.

Village of Lake In The Hills

Company Name

Peerless Network, Inc.

Authorized Signature

Authorized Signature

Ray Bogdanowski

Printed Name

Printed Name

Title

Title

Date

Date

Peerless Network, Inc.
433 W Van Buren St.
Suite 410S
Chicago, IL 60607
Page 1 of 1

3834971574



Renewal

Service Order Agreement

This Service Order Agreement ("Service Order") authorizes Peerless Network, Inc. ("Peerless") and its affiliates to provide the products and services to the customer identified immediately below ("Customer"). By approving this Service Order, Customer acknowledges and agrees to all terms and conditions in the Master Service Agreement (MSA) (available at <https://www.peerlessnetwork.io/terms>) between Peerless and Customer, the Service Guide (available at <https://www.peerlessnetwork.io/terms#service-guide-terms>), and Acceptable Use Policy (AUP - available at <https://www.peerlessnetwork.io/terms#acceptable-use-policy>).

Customer Information

Company Name : Village of Lake In The Hills
 Street Address : 600 HARVEST GATE
 Suite Number : _____
 City, State : LAKE IN THE HILLS, IL,
 Zip Code : 60156

Contact Name : Joe Neilon
 Contact Phone : 847-960-7416
 Contact E-Mail : jneilon@lith.org
 Contract Term (years) : 2

Sales Executive Information

Sales Executive : House Accts
 Phone : 312-681-8300
 E-Mail : unknown@unknown.com

Billing Contact Information

Billing Contact Name : _____
 Billing Address : _____
 Billing Suite Number : _____
 Billing City, State, Zip : _____
 Billing Contact Phone : _____
 Billing Contact E-Mail : _____

1115 CRYSTAL LAKE RD, LAKE IN THE HILLS, IL 60156

Broadband Services	QTY	Unit Price	Monthly
4G Wireless - 2GB Plan	1	\$100.00	\$100.00
Call One SIP 500	20	\$11.95	\$239.00
Voice Services	QTY	Unit Price	Monthly
Basic DID	71	\$0.20	\$14.20
Managed Equipment	QTY	Unit Price	Monthly
Adtran 90X	1	\$45.00	\$45.00
Site Total	Monthly	\$398.20	One-Time \$0.00
Order Totals	Monthly	\$398.20	One-Time \$0.00

By signing below, Customer acknowledges that it understands and accepts the quantities, products, services, and rates set forth in this Service Order and that the signatory represents that he/she is duly authorized to execute this Service Order on behalf of Customer.

_____	_____
Authorized Customer Signature	Date
_____	_____
Ray Bogdanowski	
Print Name	Title

Peerless Authorized Signature	
_____	_____
Print Name	Date



Renewal

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Contact Name : Joe Neilon
 Contact Phone : 847-960-7416
 Contact E-Mail : jneilon@lith.org
 Contract Term (years) : 2

Sales Executive Information

Sales Executive : House Accts
 Phone : 312-681-8300
 E-Mail : unknown@unknown.com

Billing Contact Information

Billing Contact Name : _____
 Billing Address : _____
 Billing Suite Number : _____
 Billing City, State, Zip : _____
 Billing Contact Phone : _____
 Billing Contact E-Mail : _____

600 HARVEST GATE, LAKE IN THE HILLS, IL 60156

Broadband Services	QTY	Unit Price	Monthly
4G Wireless - 2GB Plan	1	\$100.00	\$100.00
Call One SIP 500	15	\$11.95	\$179.25
Voice Services	QTY	Unit Price	Monthly
Basic DID	130	\$0.20	\$26.00
Managed Equipment	QTY	Unit Price	Monthly
Adtran 90X	1	\$45.00	\$45.00
Site Total	Monthly	\$350.25	One-Time \$0.00
Order Totals	Monthly	\$350.25	One-Time \$0.00

By signing below, Customer acknowledges that it understands and accepts the quantities, products, services, and rates set forth in this Service Order and that the signatory represents that he/she is duly authorized to execute this Service Order on behalf of Customer.

_____	_____
Authorized Customer Signature	Date
_____	_____
Ray Bogdanowski	
Print Name	Title

Peerless Authorized Signature	
_____	_____
Print Name	Date



REQUEST FOR BOARD ACTION

MEETING DATE: October 11, 2022
DEPARTMENT: Administration
SUBJECT: GovQA Yearly Subscription Renewal

EXECUTIVE SUMMARY

Staff is seeking the Board's approval for the renewal of the annual subscription fee for the Village's Permitting and Code Enforcement Software, and authorize payment in the amount of \$21,100 to Granicus, formerly GovQA, LLC/WebQA.

The Village's permitting software, GovQA, is provided through a master agreement with WebQA established in 2013. This software includes a broad spectrum of permitting tools including code enforcement, liquor licensing, business licensing, zoning, and planning. The maintenance and support of this software is critical to the continuity of Community Development services.

The existing support contract with GovQA contained a six-month term for \$10,000, which would renew upon the same terms and conditions. The Village had expected to transition to a new software solution after this initial six months; however, the selection process for a new software vendor is extensive. In order for the new solution to be the most effective, it's important to be as fully prepared in advance of implementation as possible. To allow the Community Development Director the time necessary, the selection and implementation schedule will be extended into FY23. With this, Staff is recommending a full year renewal of the GovQA software, which would delay the implementation of the new software to September, 2023.

Under the master agreement, the rates adjust each year based on Granicus's current market rates. This year, these market rates have increased by 6% over the previous year, bringing the new annual rate to \$21,100. Staff is recommending that the Board approve the attached subscription renewal proposal, which will provide continued coverage through September 30, 2023 at a rate of \$21,100.

FINANCIAL IMPACT

The Village's FY2022 budget included \$10,000 for six months of the GovQA software and an additional \$30,000 for new community development software, for a total of \$40,000. The Village has already paid the initial \$10,000 for the first six months. This expenditure in the amount of \$21,100, would place the total cost for FY2022 at \$31,100, which is \$8,900 less than the budgeted amount.

ATTACHMENTS

1. Subscription Renewal Proposal

RECOMMENDED MOTION

Motion to approve the subscription renewal with Granicus for their GovQA software, and authorize payment in the amount of \$21,100 for the term ending September 30, 2023.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Lake in the Hills IL

Granicus Budgetary Proposal for Lake in the Hills IL

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

Prepared By: Noah Brogan
Phone:
Email: noah.brogan@granicus.com
Order #: Q-232600
Prepared On: 09/28/2022
Expires On: 09/30/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 09/30/2022
Period of Performance: 10/01/2022 - 09/30/2023

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Municipal Community Development Service	Annual	1 Each	\$21,100.00
SUBTOTAL:			\$21,100.00

TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 10/01/2013 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lake in the Hills IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



REQUEST FOR BOARD ACTION

MEETING DATE: October 11, 2022

DEPARTMENT: Public Works

SUBJECT: Agreement with the Goal Soccer Club Affiliate Organization

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into an agreement from October 14, 2022 to March 10, 2025 with the Goal Soccer Club affiliate organization for organized recreational opportunities on Village-owned property.

On March 10th of this year, the Village entered into a three-year agreement with the Algonquin Lake In The Hills Soccer Association (ALITHSA) and four other athletic Affiliate Organizations (AO's) that provide organized recreational opportunities on Village-owned property. These agreements are a necessary tool in defining the responsibilities of both the AOs and the Village. Defined responsibilities include facility usage and maintenance, equipment usage, advertising, meeting requirements, insurance requirements, fees, general obligations, and conditions. Recently, ALITHSA representatives notified staff that they changed their name to the Goal Soccer Club. The Goal Soccer Club will continue to provide youth recreational soccer opportunities geared toward Algonquin and Lake in the Hills residents; representatives from the organization informed staff that they hope that the name change will help revitalize the organization.

ALITHSA representatives obtained a Not-For-Profit status for the Goal Soccer Club with the Office of the Illinois Secretary of State and have signed a voluntary termination letter, terminating the existing affiliate agreement and also the storage lease agreement between the Village and ALITHSA. The Village will enter into a new storage lease agreement with the Goal Soccer Club, under the Village Administrator's approval, to coincide with the new affiliate agreement that is presented for the Board's consideration this evening.

If approved, the agreement with the Goal Soccer Club would begin October 14, 2022 and end on the same date that the baseball, football, lacrosse and cheerleading agreements are set to expire, March 10, 2025.

FINANCIAL IMPACT

All revenue that the Village receives will be determined at the end of each season, depending on the number of participants.

ATTACHMENT

1. Recreation Agreement with the Goal Soccer Club

RECOMMENDED MOTION

Motion to approve an agreement from October 14, 2022 to March 10, 2025 with the Goal Soccer Club affiliate organization for organized recreational opportunities on Village-owned property.

This Agreement entered into this _____ day of _____, 20____, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Goal Soccer Club (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
 - The group must be leisure-oriented.
 - The group’s existence shall be of value to the community.
 - The activity must develop a sense of achievement and self-worth for its participants.
 - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:
 - Sunset Park Soccer Fields
 - Richard Taylor Park Soccer Fields
 - Leroy Guy Park Soccer Fields

- B. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property.
Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Parks and Recreation or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Collecting money and/or selling food or any other items on Village property requires prior Village approval through issuance of Exhibit D – Authorization to Sell/Collect Money on Village Property.
- E. Thorguard – Early detection lightning systems are installed at Ryder, Sunset, and Leroy Guy Parks for protection of all who play, spectate, and recreate in these areas. If the system warning goes off, please exit the facility and seek shelter until the system all clear is indicated. Signs are posted at the parks indicating additional information about the warning system.
- F. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- G. Permission must be granted by the Director of Parks and Recreation or his designee in order for portable light units to be used after dusk.
- H. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- I. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Parks and Recreation Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Parks and Recreation Director.

Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet with the Parks and Recreation Director or his designee when requested to exchange ideas and discuss plans for future opportunities.
- B. Advanced notice of the A.O. board meetings shall be sent to the Parks and Recreation Director or his designee.

Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Parks and Recreation Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
 1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 2. There shall be no salaries or compensation provided to any officer of the corporation.
 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Parks and Recreation. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

Section 8: Fees

During the term of this agreement, the fee shall be \$16.33/participant per season. The fees will be due within one month of the last completed game for the season.

Section 9: Term

This agreement shall begin on October 14, 2022 and shall continue until March 10, 2025.

Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party

EXHIBIT A (Example)
Code of Conduct

Code of Conduct for Spectators of Youth Sports

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
 - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
 - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
 - If officials do make poor calls during a game, the following circumstances usually apply:
 - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
 - ii. An occasional poor call seldom affects the outcome of a game.
 - iii. The number of poor calls usually balances out for both teams.
 - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
 - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.

2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
 - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
 - Encouragement and praise should be made in public; constructive criticism is best made in private.
 - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
 - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.

3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
 - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
 - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

Parent/Guardian Signature

Date

Parent / Guardian Printed Name

EXHIBIT B (Example)

COACHING CONTRACT

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

Sport _____ Signature of Coach _____

Date _____ Director _____

EXHIBIT C (Example)
PLAYER'S CODE OF ETHICS*

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

Player's Signature

Date

Player's Printed Name

*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT D
Village of Lake in the Hills
Application for Authorization to Sell/Collect Money
On Village Property
Affiliate Groups

Application: Submit the completed application to the Parks and Recreation Department, Village of Lake in the Hills, 600 Harvest Gate, Lake in the Hills, IL 60156; Phone (847) 960-7400. Application and any supporting documentation must be submitted to the Parks and Recreation Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: _____

Phone Number: _____

Date and Time of each Sale: _____

Types of items that will be sold: *please list below*

_____	_____	_____
_____	_____	_____
_____	_____	_____

Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

How will garbage, grey water, and left-over food be disposed of: *explain below:*

Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

I hereby affirm that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) _____

APPROVAL SECTION

(Signature: Parks and Recreation)

(Date)

(Signature: Designee)

(Date)