

**CITY OF WARRENVILLE  
PROFESSIONAL SERVICES AGREEMENT  
FOR STRATEGIC PLANNING FACILITATION SERVICES**

**THIS AGREEMENT (“Agreement”)** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation (**“the Consultant”**) (collectively, the **“Parties”**).

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the Parties agree as follows:

**SECTION 1. SCOPE AND PROVISION OF SERVICES.**

**A. Engagement of the Consultant.** The City hereby engages the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: facilitating, guiding, and producing a strategic plan for the City, and facilitating follow-up meetings to outline a specific action plan to achieve the strategic planning goals (collectively, the **“Services”**).

**B. Services.** The Consultant has submitted to the City a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

**C. Commencement; Time of Performance.** The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

**D. Reporting.** The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

**E. Relationship of the Parties.** The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

**F. Information Releases.** The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

**G. Mutual Cooperation.** The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant may rely on the data and information provided by the City without additional investigation and agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Consultants engaged by the City.

## **H. Compliance with Laws and Grants.**

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body to the extent caused by the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

**A. Compensation.** The total amount billed by the Consultant for the Services under this Agreement will not exceed **\$42,500** ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

**B. Invoices and Payment.** The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**C. Records.** The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

**D. Claim in Addition to Compensation.** If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

**E. Taxes, Benefits, Royalties.** The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

**F. Completion and Acceptance of Services.** The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

**G. Additional Services.** The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Administrator after approval in accordance with applicable procedures.

**H. No Additional Obligation.** The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

### **SECTION 3. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City's prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

**B. Availability of Personnel.** The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

**C. Approval and Use of Subcontractors.** The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

#### **SECTION 4. TERM OF AGREEMENT.**

**A. Term.** The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the City determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the City has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the City by the Consultant.

**B. Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

#### **SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.**

**A. Confidential Information.** In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kind, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City, unless legally compelled. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

**B. Ownership.** The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be

performed under this Agreement and intended by the Consultant as a deliverable will be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City's data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by the Consultant of any of its intellectual property, know-how or trade secrets.

**C. Freedom of Information Act and Local Records Act.** The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

**D. Injunctive Relief.** In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

## **SECTION 6. WARRANTY.**

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature, as of the time and at the location the Services are provided. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

## **SECTION 7. CONSULTANT REPRESENTATIONS.**

**A. Ability to Perform.** represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**B. Authorization.** The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

**C. Company Background.** The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify the City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

**D. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**E. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City's option, be null and void.

**F. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**G. No Default.** The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

**H. No Legal Actions Preventing Performance.** As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

**I. Patriot Act Compliance.** The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

## **SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.**

**A. Indemnification.** The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from all claims that may be asserted at any time against any of those parties in connection with this Agreement to the extent caused by the Consultant's negligent performance, or negligent failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

**B. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

**C. No Personal Liability.** No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

## **SECTION 9. DEFAULT.**

**A. Default.** If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements

of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (“**Event of Default**”), and fails to cure any the Event of Default within ten days after the Consultant’s receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

**B. Remedies.** In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

#### **SECTION 10. GENERAL PROVISIONS.**

**A. Amendment.** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

**C. City Actions, Consents, and Approvals.** Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Administrator or their designee, to the extent provided for by law.

**D. Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**E. Notice.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the



address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Warrenville  
3S258 Manning Avenue  
Warrenville, IL 60555  
Attention: City Administrator Cristina White  
E-mail: cwhite@warrenville.il.us

With a copy to:

Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60650  
Attention: Brooke Lenneman  
E-mail: brooke.lenneman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Raftelis  
Raftelis Financial Consultants, Inc  
227 West Trade Street, Suite 1400  
Charlotte, North Carolina 28202  
Attention: Michelle Ferguson  
Email: mferguson@raftelis.com

**F. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

**G. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

**H. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**I. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**J. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois.

The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

**L. Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**M. Exhibits. Exhibits A and B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

**N. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

**O. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**P. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**Q. Calendar Days; Calculation of Time Periods.** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

**R. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

**CITY OF WARRENVILLE**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Administrator

ATTEST:

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT A**  
**PROPOSAL**

# City of Warrenville

## Strategic Planning Facilitation Services

SCOPE OF WORK / OCTOBER 2023



# Scope of Work

## THE FOLLOWING OUTLINES A SCOPE OF WORK FOR UPDATING THE CITY'S STRATEGIC PLAN.

### Activity 1: Begin Engagement

A successful process will benefit from a collaborative relationship between the consulting team and City from the very beginning of the process. This task is intended to begin building that relationship.

At the start of this engagement, we will meet virtually with the City Administrator and designated project staff to gain a clear picture of what the City hopes to accomplish from this process. We will discuss communication and engagement strategies to ensure both internal and external stakeholders are engaged and a part of this work. We want to ensure that we have a shared understanding of how to develop the plan and successfully integrate the learnings from any prior City planning efforts. We will review the project plan, and we will finalize the timelines and schedule.

Raftelis will provide a written request for data and documents to become familiar with the City and to learn about its operating context. This will include the prior 2015 strategic plan, comprehensive plan, organizational chart, department work plans, City budget, demographic and other statistics, findings from the 2023 Community Survey, and other important background documents. Our team will review all documents to gain an understanding of the City and its programs and partnerships.

Our team will provide regular updates to the City's project team on progress and planned next steps.

#### DELIVERABLES:

- Kick-off meeting agenda
- Draft and final project timeline

### Activity 2: Develop Environmental Scan – Understand Context

In this activity, our team will work collaboratively with the City to engage with stakeholders and develop an Environmental Scan. The Scan will provide helpful background information and important context about the current state of the City and potential future impacts, and which will serve as a foundation in developing the City's strategic plan.

Raftelis will hold individual interviews with each member of the City Council to hear their perspectives about the strategic plan and to develop an understanding of the City's processes, operations, and any prior planning efforts. We will ask about strengths, weaknesses, opportunities, and challenges for the City and external factors that might impact the City over the next five to seven years.

As an *option* for the City to consider to gain additional input and stakeholder feedback, Raftelis will conduct a series of up to 4 in-person input sessions with key stakeholders. This might include a mix of focus group sessions with key community stakeholders as well as a community meeting, open to the public. During the sessions, we will ask about their perspectives on City strengths, opportunities, aspirations, and results.

To engage City staff in the process, we will develop and administer an employee survey to seek input on an organizational mission statement and values, as well as City strengths and opportunities. We will also ask about planned or desired future initiatives that might occur during the next five years.

At this point, Raftelis will gather existing data about the community, such as financial trends, demographic data, statistics about housing, business, and jobs, and other relevant information. We will review and summarize our data and document review and the input received to identify key themes and issues that may inform the new strategic plan.

All information received will be incorporated into a draft Environmental Scan document. This will serve as a foundation of important community context and stakeholder input upon which to build the new strategic plan framework. We will review the draft with the City, perform any necessary follow-up based upon feedback received, and finalize the Environmental Scan.

#### **DELIVERABLES:**

- Four community meetings/focus group sessions
- Environmental Scan

### **Activity 3: Develop Strategic Plan Framework**

Once we have developed an understanding of the City's context, our project team will plan and facilitate a strategic planning workshop with the City Council and key staff to develop a strategic plan framework. Based on our conversations, we will prepare a draft agenda to be reviewed by the City.

Our team will first facilitate a workshop with the City's department directors in order to develop preliminary organizational mission and values statements, informed by the Environmental Scan.

We will then facilitate a strategic planning workshop with the City Council and other key City staff in order to articulate a desired future for the community. The Environmental Scan developed in Activity 2 will be reviewed to provide context for development of City vision, goals, and objectives, including those that distinguish the City from other communities. We will examine a broad range of topics depending upon the input and data. We will review the draft mission and values statements drafted earlier and finalize them.

The session will include activities with the entire group as well as small group breakout sessions that will allow everyone to actively participate and engage in the process. During the session, the primary role of the facilitator is to ensure that the environment is respectful and conducive to open and constructive dialogue so that the established objectives are ultimately met. While the agenda provides the structure to accomplish the tasks, we also know how important it is to pay attention to the group and make sure that conversations that need to happen actually happen, so we are flexible and in tune with the group during the process.

At the conclusion of the workshop, we will have draft vision, mission, values, and goals. Following the strategic planning workshop, Raftelis will summarize the resulting strategic plan framework for the City.

#### **DELIVERABLES:**

- Strategic plan framework including vision, mission, values, and goals



## Activity 4: Prepare Final Deliverables

Achievement of the City’s new shared vision will rest on successful implementation of the strategic objectives. Therefore, our team will prepare customized implementation templates for each strategic goal in the strategic plan framework.

Raftelis will prepare a comprehensive strategic plan deliverable that summarizes the process methodology, the strategic plan framework, and strategies for each goal area. The document will utilize high-end graphics to be visually appealing and engaging, as well as accessible to a broad range of audiences. Deliverables will also include a summary document which encapsulates the strategic plan framework for ease of publishing on the City’s website and sharing with the public.

We will review the draft deliverables with the City and make any necessary changes or modifications before finalization.

### DELIVERABLES:

- Draft implementation plans
- Final strategic plan and summary document

# Cost Proposal

The total fixed fee for completion of the base scope of work is \$37,500. This includes all professional fees as well as expenses.

We have provided options for the City to consider to augment the base proposal.

Activity	Cost
Base Scope of Work	\$37,500
Focus Group – four in person session	\$5,000
Visual Facilitator – at City Council session	\$2,500
<b>Total</b>	<b>\$45,000</b>

The City will be invoiced monthly as tasks are completed.

## EXHIBIT B

### INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit
- Insurance will evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees will be included as insureds.
- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
- \$2,000,000 Bodily Injury and Property Damage Combined Single Limit
- Coverage is to be written on an "occurrence" basis.
- Coverages will include:
- Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.
- F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Warrenton including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

## **GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER**

The City has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
  - a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;
  - b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.
  - c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;
  - d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and
  - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.