



**REQUEST FOR PROPOSALS**

for

**EXECUTIVE RECRUITMENT SERVICES**

**CHIEF OF POLICE**

Issue Date: June 28, 2017

**PROPOSAL DUE DATE: JULY 28, 2017 AT 4:00 P.M. CDT**

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**I. OBJECTIVES**

Through this Request for Proposals ("RFP"), the City of Highland Park, Illinois ("City") requests proposals from qualified firms to provide executive recruitment services for the position of Chief of Police (collectively, "Services").

The selected proposer ("Contractor") will be invited to enter into an agreement with the City ("Agreement"), in a form provided by the City and generally consistent with the agreement attached as Exhibit B to this RFP. The City Council has the ultimate authority to approve any proposal and to authorize the execution of an Agreement.

**II. TIMELINE**

City Issues RFP:	06/28/2017
Proposals Due:	07/28/2017, 4:00 PM CDT
Selection Process:	07/31/2017 – 08/11/2017
Agreement Award:	August 28, 2017
Start Project:	August 29, 2017

**III. BACKGROUND**

A. The Community

The City of Highland Park, Illinois is one of Chicago’s premiere suburban communities, located 23 miles north of downtown Chicago, nestled along the shore of Lake Michigan. One of the eight Chicago suburban communities collectively referred to as “the North Shore,” Highland Park is in the southeast corner of Lake County, the third largest county in the state.

First settled in the 1840s, the City grew out of two communities, St. Johns and Port Clinton. In March of 1869, the City of Highland Park was incorporated with a population of 500 and an area of slightly less than two square miles. Today, the community has expanded to its current size of 12.5 square miles and a population of 29,763.

Highland Park boasts a multitude of attractions including a vibrant downtown shopping district and Ravinia Festival a world class summer venue of the performing arts that serves as the summer home of the Chicago Symphony Orchestra as well

as contemporary performers.

The City is known for its unparalleled quality of life for residents, high-quality public services, active citizen participation, and progressive government. The community enjoys outstanding educational opportunities with nationally recognized school programs and student achievement. Excellent medical and health care facilities are available including Highland Park Hospital, a progressive total-care institution.

The National Civic League has recognized these assets and twice has named Highland Park an “All America City.” Other community awards include: two national volunteerism awards for the Senior and Youth Departments, a Presidential award for education, 25 Tree City USA citations, a United States Conference of Mayors award and gold medals for the Park District.

Highland Park is accessible from one of Chicago’s major highways, and O’Hare International Airport is located just 20 miles (32 km) southwest of the City. Commuter rail to Chicago is available at four stations in town, boat launch facilities are available along Lake Michigan, and Highland Park is served by several bus routes.

B. The Organization

The City of Highland Park is an Illinois home rule municipal corporation. The Mission of the City of Highland Park municipal government is to provide fiscally responsible, high quality services through effective, transparent and collaborative governance. The organization is guided by the four core priorities of fiscal stability, public safety, infrastructure investment and community vibrancy.

Overseeing the development and services of Highland Park is the City administration, which operates under the Council/Manager form of government instituted in 1955. The Mayor and six Council Members, elected at large for four-year terms, appoint a City Manager to administer policy set by the City Council. The City Manager supervises the nearly 300 municipal employees, and allocates the approximate \$85 million operating budget.

The City’s professional staff is headed by the Manager and includes department managers and employees across a full-service organization including: Police, Fire, Finance, Administration, Community Development and Public Works. The City has a number of commissions comprised of citizen volunteers who take an active role in City policy making.

C. The Police Department

The mission of the Highland Park Police Department is to safeguard persons and property through a committed community partnership by upholding public trust, fostering mutual respect, and providing services to enhance the quality of life. The Police Department is one of 58 departments in the State of Illinois accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA). The Highland Park Police Department is comprised of sworn and civilian employees and volunteers who are dedicated to serving the residents of the Highland Park community.

The Department is divided into two divisions: the Patrol Division and the Support Services Division.

A. Support Services Division

a. Administration

This unit is responsible for the general administration of the Police Department, as well as strategic planning, staffing and managing the budget process.

b. Records

The Records Unit is the answering point for citizen inquiries, both by phone and walk-in during normal business hours. The Unit is responsible for data entry, management and retention of case reports, accident reports, traffic citations and warnings, parking citations, automated red light camera enforcement inquiries, administrative hearing citations and demographics. Additional responsibilities include: false alarm notices, issuance of annual resident parking permits, FOIA requests, expungements and departmental purchasing.

B. Patrol

a. Patrol

The Patrol Division is comprised of 36 Patrol Officers, seven Patrol Sergeants and the Patrol Commander. This uniformed Division provides 24-hour police coverage 365 days a year throughout the City and is responsible for responding to investigating complaints and calls for service. In 2016, the Department responded to 21,384 incidents. This represents a 4% decrease in total incidents from the preceding year. Traffic stops decreased by 711 and non-traffic police responses decreased by 255 between 2015 and 2016. The primary function of this Division is responding to emergency calls for service, crime prevention and traffic safety.

b. Investigations

The Department's Investigations Section is comprised of the Investigative Unit and the Juvenile Unit. The Investigative Unit manages and conducts detailed follow up into criminal activity. The unit is also responsible for dissemination of intelligence information relating to gang trends and crime patterns. The Juvenile Unit serves as the liaisons with Township High School District 113 and North Shore School District 112. The unit also oversees all youth related juvenile investigations, juvenile court referrals and the Peer Jury program. Community Emergency Response Team (CERT) coordination also falls within this unit.

c. Traffic/Community Service

The Traffic/Community Service Unit is responsible for education and enforcement efforts in the community to promote traffic safety and reduction of personal injury accidents. This Unit coordinates and monitors the Department's Photo Red Light Enforcement Program and performs final review and approval of alleged violations. Additional duties of the Unit include annual radar recertification, maintenance of truck scales, review

and approval of valet parking permits and the review of contested parking violations.

The Community Service Officers perform a variety of duties including issues related to animal complaints, parking enforcement, provide traffic control at accidents and special events, perform code enforcement, vehicle lock-outs, complete evidence technician duties and administer the City's Vehicle Immobilization Program.

D. Chief of Police

The Chief of Police reports directly to the City Manager and is responsible for the overall direction and vision of the Police Department. The job description for the position is included with this RFP as Exhibit A.

#### IV. SCOPE OF WORK

The following outline of Services to be provided by the Contractor are a minimum scope of services and tasks to be completed by the Contractor. The Contractor is encouraged to develop a comprehensive approach and present it as part of the RFP.

- A. Work with City staff as necessary to understand the characteristics and attributes of the successful candidate and selection criteria.
- B. Develop recruitment materials for the position.
- C. Conduct a national recruitment.
- D. Conduct targeted recruitment of qualified individuals.
- E. Accept and acknowledge the receipt of candidates' application material.
- F. Conduct an initial screening of the candidates' applications including a review of the candidates' background and experience.
- G. Develop a list of semi-finalists in conjunction with City staff.
- H. Conduct telephone, Skype, and/or in-person interviews of all semifinalists and review the results of the interviews with City staff.
- I. Verify credential prior to on-site process.
- J. Design the on-site selection process to include an interview with the City Manager, an interview with Department Directors, an assessment center, a Department tour and a tour of the City.
- K. Administer the on-site portion of the process including scheduling the interviews, assessment center and other activities.
- L. Make travel and lodging arrangements for the on-site portion of the process per City policy (if applicable).
- M. Conduct all background and reference checks on the final candidate(s).
- N. Recommend and set-up specialized testing i.e. psychological testing, etc. for the Chief of Police position.
- O. Provide timely notification and necessary follow-up to all candidates not selected for the position.
- P. Regular progress reports must be provided to City Staff throughout the project and periodic meetings will be required to discuss progress. City staff will monitor to assure that quality work is being performed and that the project schedule is being met.

**V. SUBMITTAL REQUIREMENTS**

Submittals may be made via hard copy or electronic copy to:

Attention: Emily Taub, Human Resources Manager  
City of Highland Park  
1707 St. Johns Avenue  
Highland Park, IL 60035

etaub@cityhpil.com

Proposals are due on or before 4:00 PM CDT on July 28, 2017

Specify "Police Chief Executive Recruitment Services RFP" on the exterior of the envelope or the subject line of the email. Proposals will not be opened publicly. Proposals submitted after closing time will be not be considered. No oral, telephone or fax proposals will be considered.

The following should be included:

- A. Firm contact (name, work position, phone numbers, and email address).
- B. Office address, main telephone and fax numbers, and website address of the firm.
- C. Brief history of the firm.
- D. List relevant experience, with preference to executive recruitments the firm has completed in the last five (5) years. References to older Chief of Police recruitments should also be included.
- E. Minimum of three qualified references based on public sector experience.
- F. Identify if your firm has previously worked with the City of Highland Park.
- G. Biography of key personnel who will be working with the City and are authorized to make representations on behalf of the firm.
- H. Names of additional consulting firms you may hire to supplement your firm's services.
- I. A detailed proposed Project schedule and confirmation that your firm can meet the Project schedule.
- J. A Not-to-Exceed Fee Proposal that should include rates inclusive of administrative and overhead costs.
- K. The Proposals should include an itemization of costs for the scope of work set forth in Section IV of this RFP.

The proposals should also include the following information:

- a. Describe previous assessment centers your firm has conducted for Department Director level positions, including the position of Chief of Police.
- b. Outline your approach to communication with client.

Proposers may suggest changes to the Scope of Work based on the firm's understanding of the work.

## VI. PROFESSIONAL SERVICES SELECTION CRITERIA

A review and selection committee ("Selection Committee") consisting of representatives of the City will review and evaluate all proposals. As part of the selection process, the Selection Committee may interview none, some, or all of the proposers for the Agreement. The Selection Committee will then make a recommendation as to which proposer should be awarded the Agreement. The Agreement will be presented to the City's Corporate Authorities for final consideration.

The following criteria shall aid the Selection Committee in recommending which proposer should be awarded the Agreement:

- A. Professional competencies as evidenced by the professional qualifications and related work experience of the firm. Specific professional qualifications, training, and experience of the assigned and committed personnel for the satisfactory performance of this work.
- B. Previous experience of the firm with related work. Positive references shall be considered.
- C. A discussion of the firm's understanding of the work to be performed and a description of the approach to be taken to accomplish this work.
- D. The project timeline submitted by the firm.
- E. The total cost of the proposal.

## VII. TERMS AND CONDITIONS

- A. The City reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of the Agreement. Following the review by the Selection Committee, the final selection, if any, will be based on the proposal which best meets the requirements set forth in the RFP and is in the best interest of the City.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm does not execute a contract within 15 days after the award of the proposal.
- C. The City reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
- D. Any proposal may be withdrawn up until the date and time set above for the opening of proposals by written request to the Human Resources Manager. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the City the Services, or until one or more of the proposals have been approved by the City, whichever occurs first.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms supplied or approved by the City. The City reserves the right to reject any agreement that does not conform to the request for proposal and the City's requirements for agreements and contracts.
- F. Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

- G. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.
- H. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected.

**Attachments:**

Exhibit A - Chief of Police Job Description

Exhibit B - Professional Services Agreement Form



# City of Highland Park

## JOB DESCRIPTION

### Chief of Police

**Department:** Police Department

**Primary Purpose:** Performs a variety of complex administrative, supervisory and professional law enforcement functions while planning, coordinating and directing the activities of the police department.

**Supervision Received:** An exempt, appointed member of the Senior Executive Management Team reporting to the City Manager.

**Supervision Exercised:** Overall management responsibility for the Police Department. Immediate Supervisor of the Deputy Chief of Police, Executive Assistant and Crime Analyst.

#### Essential Duties and Responsibilities:

Percent of Total Time	Ranked Importance	Function
15%	1	Acts as chief executive and spokesperson for the Police Department. This includes being accountable to the community.
15%	2	Acts as department director to coordinate functions with other City departments. Keeps the City Manager informed of all significant matters concerning the department and the community.
10%	3	Manages all long range strategic planning and supervises short range planning.
5%	4	Formulates, directs and administers policies consistent with all applicable legal standards as well as best practices. Works with the Unions in accordance with contractual obligations.
5%	5	Insures the formulation of the departmental budget, its presentation to the City Manager and City Council as well as its execution.
5%	6	Manages the professional development of staff. Performs evaluations of subordinate personnel. Reviews and initiates corrective actions in performance related and disciplinary matters.
5%	7	Ensures that timely information is made available to the community in matters of public safety and interest.
5%	8	Ensures compliance with local, state and federal laws.
5%	9	Provides clear direction, both written and verbal, to ensure operations are consistent with department policy and meet required time constraints.
5%	10	Acts as the Department liaison to the Board of Fire and Police Commissioners.

5%	11	Reviews operational plans and makes on site assessments at major police incidents.
5%	12	Coordinates and participates with local law enforcement agencies in collaborative opportunities to further the department's public safety mission.
5%	13	Manages and maintains appropriate media relations.
5%	14	Attends the public meetings of the City Council and other meetings as required.

**Marginal Functions:**

Percent of Total Time	Function
5%	Performs other related job duties or responsibilities as requested or required, whether or not specifically mentioned in this job description.

**Safety Functions:**

Function
Becomes familiar with and observes all applicable safety policies and procedures.
Immediately reports all unsafe conditions.
Keeps work area clean, orderly and free of hazards.
Obeys and adheres to all safety rules and established work procedures.
Maintains appropriate physical fitness to perform essential job functions.

**Work Environment:** The position generally involves working normal business hours in a typical office setting however being on-call for emergency notifications and response is required. The position also can involve potential exposure to and require the employee to function in the presence of:

- All weather conditions.
- All lighting conditions including; daylight and night light, with and without artificial light available, indoors and outdoors.
- Fire, smoke, chemical leaks/spills--in close proximity as necessary to provide emergency services.
- Personal danger, including but not limited to:
  - armed and/or dangerous persons/animals
  - persons and/or articles with contagious/communicable diseases
  - hazards associated with emergency driving, traffic control and working in and around traffic and emergency scenes
  - persons under the influence of drugs/alcohol, suffering from mental disorders or emotional distress
  - hazards associated with natural and man-made disasters

**Bloodborne Pathogens:** The duties of Chief include the potential handling of evidence which may contain a risk of exposure to bloodborne pathogens, contact with persons who may have contagious/communicable diseases and providing initial emergency responder first aid care to injured persons.

**Tools and Equipment Used:** The position requires the ability to operate the following equipment:

- Motor vehicles, reasonably and safely under routine and emergency conditions, often for lengthy periods of time and in all types of weather/roadway conditions
- Firearms, with demonstrated proficiency in the care and use of assigned/authorized weapons
- Demonstrated proficiency in the care and use of less than lethal weapons such as batons, oleoresin capsicum spray and tasers
- Basic office equipment, including but not limited to telephones, computers, facsimile machines, copiers, calculators, etc.
- Personal protective equipment including but not limited to gas masks, face masks and rubber gloves
- Writing implements, including the ability to write legible documents and produce simple diagrams
- Computer systems including, Microsoft Office products, city financial software systems, mobile field report writing systems, property management systems, prisoner booking systems, etc.
- Basic tools and equipment necessary to perform job tasks and functions including but not limited to 2-way radios, mobile data computers, in-car camera systems, first-aid equipment, digital cameras, fire extinguishers, handcuffs and other personal restraint devices, flashlights, helmets, standard police uniforms, cameras, other simple tools, etc.

**Physical Demands:**

- Effect arrests
- Subdue resisting individuals
- Chase fleeing suspects
- Run to persons requiring emergency assistance
- Lift and carry equipment and injured/deceased persons
- Force entry into buildings
- Climb flights of stairs/ladders
- Walk, stand or sit for long periods of time (including driving)
- Endure exposure to extreme weather and disease
- Perform life-saving procedures (CPR, first aid, etc.)
- Communicate effectively, verbally and non-verbally
- Operate required equipment
- Perform required job tasks and functions
- Provide assistance to citizens and co-workers in distress

Effective audio/visual discrimination and perception needed to:

- Make observations
- Read and write
- Drive and operate equipment safely
- Multi-task

Ability needed to:

- Observe objectively, analyze situations quickly, determine and take prompt, effective action
- Understand, interpret and apply applicable federal and state statutes, local ordinances, court decisions and Police Department and City rules and policies
- Understand and respond quickly and accurately to written and oral directions, instructions, inquiries and requests
- Work independently and effectively
- Initiate appropriate interpersonal and intra- and inter-agency communications

- Act quickly, calmly and decisively in emergencies and under stress
- Handle situations firmly, courteously, tactfully and impartially
- Express oneself clearly and completely
- Record information clearly and completely
- Facilitate effective conflict arbitration/resolution
- Maintain confidentiality in the performance of duties
- Assimilate, retain and effectively use geographic knowledge concerning the City and the surrounding vicinity

Emotional and psychological stability needed to:

- Accept constructive criticism in a mature fashion
- Effectively communicate and interact positively with fellow employees and citizens
- Tolerate stress
- Function effectively under stress
- Deal effectively with the morbid, the macabre, the repugnant, the abnormal, the morose, the psychotic, the neurotic and the otherwise unpleasant or unusual facets or results of human behavior

**Required Minimum Qualifications:**

*The requirements listed below are representative of the knowledge, skills, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Education:** Must possess a high school diploma or equivalent and possess a Bachelor's Degree from a college or university accredited by a nationally recognized accrediting organization.

**Desirable Education:** A graduate degree from an accredited university in criminal justice, police science, law enforcement administration, public administration, psychology, sociology or related field. Police management training courses from an institution of higher learning highly preferred such as, but not limited to Northwestern University Center for Public Safety or FBI National Academy.

**Experience:** Ten years of experience in a command and/or executive position with a law enforcement agency.

**Certification or License:** Must possess a certificate attesting to successful completion of the Minimum Standards Basic Law Enforcement Training Course as prescribed by ILETSB, or; has been awarded a certificate attesting to his or her satisfactory completion of a training program of similar content and number of hours and which course has been found acceptable by the ILETSB.

**Required Knowledge, Skills, and Proficiencies:**

- Strong knowledge of federal laws, state statutes, local ordinances, department policies, rules and regulations and the limitation of police and department authority
- Professional skills, performance and leadership abilities that will serve as a model for the agency and subordinates
- Ability to prepare and present effective oral and written communications and reports
- Effective public speaking skills
- Supervisory, administrative and managerial skills with the ability to prioritize, evaluate and direct subordinates in police work
- Ability to use effective interpersonal communications skills

- Ability to establish and maintain effective relationships with others and to develop trust with subordinate supervisors, police officers, other employees and members of the City Council
- Ability to work efficiently under pressure handling both physical and emotional stress
- Ability to plan, organize, initiate and supervise programs, initiatives and Department budget
- Knowledge of the principles and practices of modern police administration
- Ability to work as a member of an integrated team towards the achievement of common goals and objectives
- Ability to work closely with City senior staff and maintain working relationships which foster team achievement of city goals
- Exhibit a high standard of personal integrity and positive moral values
- Ability to act quickly, calmly and decisively in emergent situations and determine proper course of actions
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of departmental goals, objectives and mission

**Disclaimer:** The above statements are intended to describe the general nature and level of work being performed by the person assigned to this position. They are not intended to be an exhaustive list of responsibilities, duties and skills required. This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and the job requirements change.

**Salary Grade:** 89080

**Exempt Status:** Exempt

**Revised:** 6-27-2017

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2017, and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (“**City**”), and the Consultant identified in Section 1.A of this Agreement.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

<b>Consultant Name (“Consultant”)</b>	_____
<b>Address</b>	_____
<b>City, State Zip</b>	_____
<b>Phone</b>	_____
<b>Email</b>	_____
<b>Project Name/Description</b>	_____
<b>Agreement Amount</b>	\$ or See Exhibit A _____

**B. Project Description.** [Insert 25-50 word overview description of the professional services being provided], as more fully described in the proposal attached to this Agreement as **Exhibit A (“Proposal”)**.

**C. Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal (“**Services**”) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall 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 shall diligently and continuously prosecute the Services until the completion of the Services or

upon the termination of this Agreement by the City, but in no event later than the date that is outlined in the accepted project schedule (“**Time of Performance**”). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

**D. Reporting.** The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

### **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Agreement Amount.** The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

**B. Invoices and Payment.** The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

**C. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

**D. Claim In Addition To Agreement Amount.**

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

**E. Additional Services.** The Consultant acknowledges and agrees that the City shall 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 such Additional Services are requested or directed by the City, except upon the prior

written consent of the City.

**F. Taxes, Benefits, and Royalties.** Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as 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. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

**G. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall 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, which acceptance shall not be unreasonably withheld or delayed.

#### **SECTION 4. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall 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 shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall 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 shall 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" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall 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 and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City

remove and replace such personnel or subcontractor. The Consultant shall 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 such removal or replacement.

#### **SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term “**Confidential Information**” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“**Time of Disclosure**”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

#### **SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.**

**A. Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

**B. Indemnification.** The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

**C. Insurance.** The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either:

- (a) a copy of the entire insurance policy; or
- (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

## **SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall 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.

**C. 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: (1) 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 (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 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 shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

**D. Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

**E. Compliance With Laws and Grants.**

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action 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 in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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 shall 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. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

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

**F. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution 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 such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by 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 by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. 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.

**G. No Additional Obligation.** The Parties acknowledge and agree that 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.

**H. City Council Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

**I. Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

**J. News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

**K. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

**L. GIS Data.** 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 shall be limited to the scope of the Services that the Consultant is to provide for the City;
2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:
  - a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;
  - b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;
  - c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have 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 thereof; and
  - e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

## **SECTION 8. GENERAL PROVISIONS.**

**A. Amendment**. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

**B. Assignment**. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

**C. Binding Effect**. The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

**D. Notice**. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall 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) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each

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

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

City of Highland Park  
Ghida S. Neukirch, City Manager  
1707 St. Johns Avenue  
Highland Park, Illinois 60035

With a copy to:

Holland & Knight LLP  
131 S. Dearborn, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Steven M. Elrod, Corporation Counsel

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

**F. Provisions Severable.** 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 remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**G. Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**H. Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under

this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**I. Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**J. Authority to Execute.**

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

**L. Waiver.** Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

**M. 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 shall be in writing.

**N. Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

**O. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**P. Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**Q. Exhibits.** Exhibit A attached to this Agreement is, by this reference, incorporated

in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

**R. 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 shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

**CITY OF HIGHLAND PARK**

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

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

Print Name: \_\_\_\_\_

Ghida S. Neukirch, City Manager

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

**ATTEST:**

**CONSULTANT**

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

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

Executing Officer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**EXHIBIT A**

THE PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO CITY]

[SHALL INCLUDE SCHEDULE]