

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JUNE 17, 2008 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Professional Services Agreement with Lyle Sumek Associates, Inc.	Resolution Ordinance ✓ Motion Discussion Only	David Fieldman Acting Village Manager

SYNOPSIS

A motion is requested authorizing execution of a professional services agreement for strategic planning with Lyle Sumek Associates, Inc. in an amount not to exceed \$25,000.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Exceptional Municipal Organization*.

FISCAL IMPACT

The FY08 General Fund Budget includes \$25,000 for strategic planning.

UPDATE & RECOMMENDATION

This item was discussed at the June 10, 2008 Workshop. During that meeting, Council requested the item be moved from the consent agenda to the active agenda for separate consideration during the June 17, 2008 meeting. Staff recommends approval on the June 17, 2008 active agenda.

BACKGROUND

The Village’s current strategic planning efforts began in 2006. The Village has used Lyle Sumek Associates, Inc. as a facilitator for strategic planning since that time. Lyle Sumek Associates has submitted the attached proposal for the 2008 strategic planning sessions.

The following services would be provided.

- Planning with Village Officials
- Background Interviews with Mayor, Council and Selected Village Staff
- Planning Session with the Staff Executive Team
- Citizen Summit
- Preparation of a Leader’s Guide
- Leadership and Strategic Planning Workshop with the Council and Staff Executive Team
- Follow-Up Planning Session with Staff Executive Team
- Preparation of Strategic Plan and Reports
- Management Profile Analysis

The proposal submitted includes additional services including Leadership and Team Effectiveness and an optional Six-month Strategies Review Session. Due to budgetary constraints, staff does not recommend purchasing these services at this time. The services purchased should be limited to the items outlined above.

Lyle Sumek Associates will be reimbursed for travel expenses. The total amount paid would not exceed \$25,000.

ATTACHMENTS

Proposal from Lyle Sumek Associates, Inc.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND LYLE SUMEK ASSOCIATES, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Lyle Sumek Associates, Inc. (the “Consultant”), for leadership and strategic planning professional services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

This Agreement is made this ___ day of _____, 2008 by and between Lyle Sumek Associates, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for leadership and strategic planning professional services; and

WHEREAS, the Consultant is willing to perform these services for the compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Proposal incorporated herein by reference as Exhibit A.

II. Term of Agreement

- A. The term of this Agreement will be until the completion of the services as provided in Exhibit A or until its termination pursuant to Section IV (F) .

III. Compensation

A. Basic Fees:

The Village will generally pay the Consultant at the hourly rate of 200 dollars (\$200.00 per hour) plus travel expenses not to exceed the amount estimated in Exhibit A. Management Profile services shall be provided at a flat fee of \$2,000.00. The total amount billed to the Village hereunder shall not to exceed \$25,000.00. Any additional work performed that would increase the contract amount beyond \$25,000.00 must be approved in writing by the Village of Downers Grove prior to commencement.

B. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining to date.

D. Prompt Payment Act:

The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and

unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and

Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

F. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

G. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

H. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

I. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

J. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

K. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

L. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

M. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

N. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit B.

M. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Lyle Sumek Associates, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Lyle Sumek Associates, Inc.

Village of Downers Grove

By: _____

By: _____

Title: _____

Title: Village Manager

Date: _____

Date: _____

Exhibit A

LEADERSHIP AND STRATEGIC PLANNING

Activity 1: Planning with Village Officials

The consultant will meet with key village officials to discuss and finalize purposes, desired outcomes, activities, processes and agendas. This activity may be in person or by phone.

Activity 2: Background Interviews

The consultant will conduct background interviews with Mayor, Council members and key Village staff who will be determined in Activity 1.

Potential questions are:

1. What are major successes for Downers Grove during the past year and what is the value to stakeholders?
2. What did not get accomplished that needs to carry over for the next year?
3. How is 2008 different for Downers Grove than 2007?
4. As you look short-term (1 – 3 years) what are the major challenges facing Downers Grove?
5. As you look long-term (5 – 10 years) what are the major challenges facing Downers Grove?
6. What are the messages you are hearing from the stakeholders in Downers Grove?
7. What changes would you suggest in the current vision for Downers Grove?
8. What changes would you suggest for the Goals 2012?
9. During the next year, what are the major issues, projects or actions for the village?
10. What are your top 3 priorities for Downers Grove – to get done or make significant progress on during the next year?
11. What suggestions would you have to increase the effectiveness of the Mayor and Village Council?
12. What suggestions would you have for staff to increase the effectiveness of the Mayor and Village Council?
13. What other topics do you want covered during the Workshop?

Additional questions and revisions to the above questions may result from Activity 1

The interviews may be conducted by phone or in person. The cost will vary depending upon the number of individuals being interviewed.

Activity 3: Planning Session with Executive Team

The consultant will prepare for and conduct a one-day planning session with the Executive Team.

Prior to this session, each participant will be asked to complete four forms that address: successes for the past year and their impact; major challenges facing their area of responsibility; actions that are in progress; and issues and actions on the horizon.

The session may address the following topics:

1. Village Successes for the past year
2. New Realities for Downers Grove
3. Status of Action Agenda
4. Vision: Suggested Refinements
5. Goals: Refinement
6. For each Goal: major challenges and actions for the next 5 years.
7. Strategic Planning Process: what worked, what did not work, suggested changes or refinements
8. “Top 10” Issues for Mayor-Council consideration from an Executive Perspective

The specific agenda will be developed after Activities 1 and 2.

The Village Manager and if necessary the Mayor will approve the agenda.

Activity 4: Stakeholders Summit 2008

The consultant with Village staff and elected officials will plan, prepare for and conduct a “Stakeholder Summit 2008”, The intent is to involve different stakeholders than last year, including residents, members of boards, committees, task forces and commissions; business owners and property owners.

Individuals will be invited to attend the Summit.

The specific agenda and topics for discussion will be different than last year’s. Small group discussions will occur allowing the Mayor and Council members to listen to key stakeholders.

The final agenda and process will be determined after Activities 2 and 3.

The facility should comfortably accommodate the number of participants.

Activity 5: Preparation of Leader’s Guide – Working Document

The consultant will prepare a Leader’s Guide which will serve as the working document in future session(s). This guide will incorporate information gathered from Activities 1, 2, 3 and 4.

Activity 6: Leadership and Strategic Planning Workshop for Mayor and Council, and Executive Team

A one and one half day to two day Leadership and Strategic Planning Workshop will be conducted by the consultant.

The purposes of this workshop may be:

- to update the Strategic Plan for the Village of Downers Grove
- to develop an Action Agenda for 2008 – 2009, including a Policy Agenda, Management Agenda, Management in Progress and Major Project

- to discuss major strategic issues and determine future direction which may include: Mayor and Council expectations, key issues to be addressed, major action steps with time guidelines
- to refine the institutionalization of the Strategic Planning process for Downers Grove
- to address specific issues that are identified by Mayor and Council
- to refine the governance process for Downers Grove

The specific agenda will be finalized with the Mayor and Village Manager prior to the Workshop.

Activity 7: Follow Up Planning Session with Executive Team

The consultant will plan; prepare for and conduct a one day implementation session with the Executive Session.

This session will likely focus on:

1. Action Outlines for each item on the Action Agenda, including responsible person or team.
2. Departmental Initiatives (within available resources) to realize the vision and to achieve the goals.
3. Refinements in the Institutionalization of the Strategic Planning Process, including the “Best Practices: from other clients
4. Expectations and Responsibilities for Department Heads, Key Manager, Team Leaders as it relates to strategic planning.

This agenda will be reviewed and finalized by the Village Manager and if necessary the Mayor.

Activity 8: Preparation of Strategic Plan and Reports

The consultant will prepare with edits by the Village staff the following products:

1. Performance Report 2007 – 2008
2. Strategic Plan 2008 – 2013 – 2023
3. Executive Summary (Strategic Plan)
4. Leader’s Guide 2008 – Summary Report
5. Stakeholder Summit 2008 – Summary Report (for distribution to stakeholders)

Final products ready for duplication will be provided to the Village.

Time and Charges

BILLING RATE: \$200 per Hour

ACTIVITY 1	Planning with Village Officials	2.0 – 4.0 Hours
ACTIVITY 2	Background Interviews <ul style="list-style-type: none"> • Preparation • Conduct Interviews (Manager suggested up to 10 individuals) • Analysis of Interviews 	14.0 – 16.0 Hours
ACTIVITY 3	Planning Session with Executive Team <ul style="list-style-type: none"> • Preparation • Conduct Session • Organization of Report Materials 	12.0 Hours
ACTIVITY 4	Stakeholders Summit 2008 <ul style="list-style-type: none"> • Preparation • Conduct Session • Organization of Report Materials 	8.0 – 10.0 Hours
ACTIVITY 5	Preparation of Leader’s Guide – Working Document	8.0 Hours
ACTIVITY 6	Leadership and Strategic Planning Workshop for Mayor and Council, and Executive Team <ul style="list-style-type: none"> • Preparation • Conduct Workshop • Additional Preparation (during Workshop) • Organization of Report Materials 	16.0 – 20.0 Hours
ACTIVITY 7	Follow Up Planning Session with Executive Team <ul style="list-style-type: none"> • Preparation • Conduct Workshop • Organization of Report Materials 	12.0 Hours
ACTIVITY 8	Preparation of Strategic Plan and Reports <ul style="list-style-type: none"> • Initial Drafts • Edits • Final Product 	8.0 – 10.0 Hours

Professional Services:

\$15,000 to \$18, 400

Travel Expenses:

- Air Fare
- Car Rental
- Hotel
- Meals
- Transportation and Parking



Best estimate: \$3000
(depending upon airline actions)

Duplication: To Be Done by the Village

Materials (notebooks, dividers, flip chart, markers, etc.): **To Be Provided by the Village**

Part II Management Profile Analysis

Activity 1: Preparation of Management Profile Analysis

The consultant will prepare individual Management Profile Analysis for Department Managers and candidates for managers as directed by the Village Manager.

Activity 2: De Briefs

The consultant will review the Management Profiles with the Village Manager..

<i>ACTIVITY 1</i>	Individual Profiles	\$300 per profile
<i>ACTIVITY 2</i>	Review of Analysis	\$100 per profile
Professional Services for 5 Management Profiles:		\$2,000

Exhibit B

CAMPAIGN DISCLOSURE CERTIFICATE

Any Contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any vendor to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the last five (5) year period preceding the date of the proposal.

By signing this certificate vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Vendor has not contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Signature

Print Name

Vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Lyle J. Sumek
Signature

Lyle J. Sumek
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name