

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting

SUBJECT:	3/1/2022	SUBMITTED BY:
Diversity, Equity and Inclusion Training		Lauren Linares Human Resources Director

SYNOPSIS

A resolution has been prepared to authorize execution of an agreement with The Walker Thomas Group to provide diversity, equity and inclusion training for Village staff in the amount of \$29,250.

STRATEGIC PLAN ALIGNMENT

This resource will further align the Village’s priority action item of “*Reviewing Diversity, Equity and Inclusion (DEI) Practices*” and strategic goal of *Exceptional Municipal Services*.

FISCAL IMPACT

The FY22 Budget includes \$29,250 in the General Fund for this program.

RECOMMENDATION

Approval on the March 1, 2022 consent agenda.

BACKGROUND

The Walker Thomas Group, in November of 2021, provided training to the Village’s leadership team to build an awareness through the lens of diversity, equity, & inclusion (DEI). The Village now has the opportunity to further advance our efforts of open, supportive dialogue by offering Village-wide staff trainings. These cross-departmental trainings will help uncover bias, promote fair and equitable processes, offer strategies for conflict resolution, and set expectations of employees as the Village embarks on our DEI journey.

ATTACHMENTS

Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE WALKER THOMAS GROUP**

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 "Municipality") and The Walker Thomas Group ("The Walker Thomas Group"), for diversity and inclusion training 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



THE WALKER THOMAS GROUP

in partnership with



Proposed to the Village of
Downers Grove
DEI for Employees

Presented by Erika Walker, CEO of
The Walker Thomas Group

THE WALKER THOMAS GROUP
(202) 821-7078



THE WALKER THOMAS GROUP

February 21, 2022

Lauren Linares
Human Resources Director
Human Resources Department
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Dear Lauren,

We are excited to be considered for another opportunity to work with the Village of Downers Grove on your diversity, inclusion, and equity efforts. I'm pleased that your managers had positive feedback for the initial session, and we look forward to the same experience with your employees.

With the variety of departments to be trained we can facilitate training after hours. I've updated the proposal based on our recent emails and conversations.

As a reminder, The Walker Thomas Group, and our consultants, have a proven track-record of partnering, as a trusted advisor, in a wide variety of successful Human Capital and Diversity & Inclusion Initiatives in a variety of school districts, municipalities, and corporate environments. We have done this work across the US, Latin America, Europe, and Asia. As a result, we can leverage our relationships, knowledge, prior experience, and methodology, to lead your diversity efforts.

We are truly pleased to have another opportunity to provide this proposal to the Village of Downers Grove.

Best Regards,

Erika Walker

Erika Walker, CEO
The Walker Thomas Group



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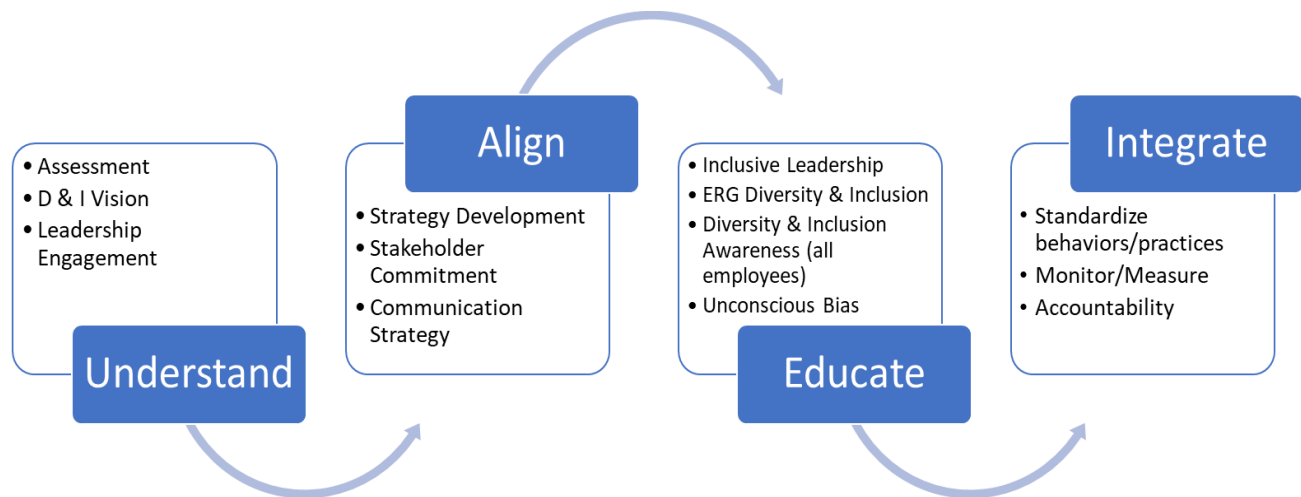
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Diversity, Inclusion, and Belonging Approach

Our approach involves key stakeholders at various levels, inspires commitment, and links directly to the uniqueness of your culture. Understanding “what” is going on within the organization or business unit sets the tone for the initiative and it makes the case for education and solutions. Various assessment tools can be used depending on the direction established by the Vision and timing. We are equipped to conduct focus groups, surveys, and interviews as part of an assessment or we can take a less comprehensive approach based on resources, time, etc. This allows us to have a strong foundation in which to build alignment.



EDUCATION

The Walker Thomas Group (WTG) believes that highly effective training is linked to organizational goals, provides skills that can be applied on the job, and is supported through systems that promote follow-through and accountability. We have found the most effective training is experientially based, non-attacking and aligned to each organization’s distinct culture.

We take a strategic approach to our education. When facilitated across the organization, it provides the awareness and skill to create greater inclusion, standardize behaviors and practices for integration into your culture. This positions the organization well to embed measurement and accountability tied to compensation as the beginning of how to sustain a more inclusive culture. What gets measured gets done. When this process involves all key stakeholders, it provides good buy-in throughout the organization and produces sustainable results.

We believe these milestones encompasses a well-rounded approach which will yield the most effective results. However, we pride ourselves on being flexible and remain open to ideas and specific wishes of the client.



Scope of Work: Inclusive Training – Village of Downers Grove Leadership

Project Alignment

The purpose of this step is to ensure that WTG and key stakeholders from the Village of Downers Grove are in alignment with the outcomes of this engagement. We recommend conducting 1 planning meeting to determine:

- An overall vision for training and outcomes for employees
- Specific challenges that may exist for different groups
- Specific areas of follow-up after the initial training
- Coordinate locations for the sessions
- Points of contact for each session

Instructor-led Course Development

We recommend the training focus on a leader's role in developing a diverse welcoming environment and a sense of belonging among the Village of Downers Grove employees that extends to the community. We have found the best success comes from an interactive session with experiential learning activities so that participants are able to ask questions, engage with each other and the facilitator throughout the session. This solidifies the learning and creates space for clarity on as key topics and/or questions as they arise.

Diversity, Inclusion, and Welcoming Training (4-hours)

This training session will focus on employees understanding what it means to have a diverse, welcoming, and inclusive workplace. The session will also include having an expanded awareness of key definitions, other groups, and introspection about themselves to proactively build stronger internal and community relationships. This course will provide participants with a mindset shift in terms of what it means to serve work with different co-workers and the community in a more culturally responsive manner.

- Review terms related to Diversity, Equity, and Inclusion
- Participate in small group discussions about why Diversity, Equity, and Inclusion (DE&I) are important to the Village, to build trust, open communication, and establish its importance
- Understand the attitudes, behaviors, and systems that create inclusion individually and organizationally
- Review some of the subtleties that give rise to conflict and feelings of exclusion
- Understand the impact cultural awareness and personal beliefs has on the decision-making with co-workers and audience members
- Diverse recruitment and the benefits to the Village
- Understand the science of bias and how it works
- Identify tangible ideas to create a more inclusive welcoming work environment

Audience: 265 Leaders



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Material Development

WTG will develop a Power Point Presentation and Participant Manual to go along with all workshops.

Course Delivery

We recommend the delivery of (9) courses delivered by WTG facilitators for up to 30 participants to be delivered in (4)-hour Awareness in-person sessions. My availability is listed below:

- Monday, April 18 - full day, a.m./p.m.
- Friday, April 22 - full day, a.m./p.m.
- Tuesday, April 26 - full day, a.m./p.m.
- Wednesday, April 27*
- Thursday, April 28*

**April 27, 28 - one of these would be a half day w/ an a.m. session, the other a full day*



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Fee Estimate

Design, Development, Delivery	Fee Estimate Per Session	Total Expense
<u><i>Project Alignment</i></u>		
(1) Alignment meeting 4/7 time tbd	\$250 meeting	\$250 Discount \$250
Sub-Total		\$0
<u><i>Staff Diversity, Welcoming, and Inclusion Training</i></u>		
Includes design, material development, and delivery of a 4-hour training. (9) classes with up to 30 participants per class in person.	\$3,500 x 9 Classes	\$31,500 Discount \$2,250
Sub-Total		\$29,250
Total		\$29,250

**Classes that start or end after 10pm or on the weekend (Saturday and Sunday) will be an additional \$250 per session.*



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Terms and Conditions

Project scope: Additional assignments and work that exceed the scope of work plan above will be negotiated separately. The professional fees shown above are estimates only until contract is signed.

Time for payment: The Village shall pay The Walker Thomas Group in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

Pre-Pay Discounts: If all training fees are paid within two weeks of contract signing, a 10% pre-payment discount will be applied to the total workshop fee amount.

Property Rights: The Walker Thomas Group shall copyright the course materials that it develops for use with Client. All materials developed and used by The Walker Thomas Group shall be the exclusive property of The Walker Thomas Group and the Client agrees that it will not disclose any materials to a third party or use materials to conduct its own diversity services without the prior written consent of The Walker Thomas Group.

Confidentiality: The Walker Thomas Group shall regard as confidential and proprietary all client “internal use” and “confidential” information communicated to it by the client in connection with this work plan. The Walker Thomas shall not, without client’s prior written consent, at any time (a) use such information for any purpose other than in connection with this work plan for the benefit of the client or (b) disclose any portion of such information to third parties.



THE WALKER THOMAS GROUP

By: Erika Walker _____

By: _____

Printed Name: _____

Printed Name: _____

President & CEO

Title: _____

Title: _____

2/23/22

Date: _____

Date: _____



the Appendix

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Snapshot of Clients

Corporations

- AGB Investigative Services
- Advocate Trinity Hospital
- Baltimore Gas & Electric – Strategic Alliance with RJ Harris & Associates
- Blackdoctor.org
- Caterpillar – Illinois, London, Brussels, Japan, China, India
- Monsanto – Latin American Region
- Snapchat
- ZS & Associates
- Commonwealth Edison – Strategic Alliance with RJ Harris & Associates
- Exelon Corporation – Strategic Alliance with RJ Harris & Associates

Municipalities & Government Agencies

- The United Nations
- The Village of Glencoe (Public Safety, Village Employees, Community Relations Forum)
- The Village of Glenview
- The Village of Elmhurst
- Lake County State’s Attorney’s Office – Strategic Alliance with RJ Harris & Associates
- The City of North Chicago – Strategic Alliance with RJ Harris & Associates
- The City of Waukegan Administration – Strategic Alliance with RJ Harris & Associates
- Waukegan Police Department – Strategic Alliance with RJ Harris & Associates

Colleges, School Districts and Universities

- Joliet Junior College
- Minooka Community High School District
- LATAM Business School – Latin American Region
- College of Lake County – Strategic Alliance with RJ Harris & Associates
- Waukegan Public School District – Strategic Alliance with RJ Harris & Associates
- Zion School District – Strategic Alliance with RJ Harris & Associates



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BIOGRAPHY FOR ERIKA WALKER (WALKER-THOMAS)

For entrepreneurs, executives and professionals, **Erika Walker** brings a wealth of experience to her clients. As President and CEO of The Walker Thomas Group, she has earned a stellar reputation for engaging public speaking, experiential facilitation, meaningful coaching, and practical consulting. Erika also has an in-depth understanding of diversity and inclusive intelligence with a passion for addressing women's issues in both business and society.

Erika is a native Chicagoan with over 24 years of professional experience providing Human Resource consulting to a variety of small businesses, Fortune 500 companies, colleges/universities, and municipalities. She is the author of *A Woman's Vault*, creator of *Wine, Women, and Woo*, along with various tools to empower and close the gender gap for women.

Prior to The Walker Thomas Group, Erika was Vice President of The Kaleidoscope Group, a niche diversity consulting firm and has held multiple consulting positions with Aon Hewitt, one of the leading human resource consulting firms in the world. Her work has provided opportunities to collaborate with entrepreneurs, C-level executives, HR managers, and external partners. Erika has designed gender and diversity strategies, conducted cultural assessments, global learning strategies, and addressed attraction and retention issues for general and diverse populations. She has delivered solutions to clients throughout North America, Europe, Latin America, and Asia. She is certified to administer Myers-Briggs, DiSC, and a certified coach.

Erika is passionate about people, especially women and children. She is Ambassador at Large for Gender Equality for the Foundation for the Support of the United Nations and is President of the Board of We Will, an organization that helps women and children become a part of the Legislative process. Erika wrote her first Bill, HB4454, requiring all elected officials in Illinois to participate in a Diversity Awareness in-person training class. She has served on the Board of Directors for Court Appointed Special Advocates (CASA), The Academy of Finance at Marshall High School, and is a regular guest speaker and mentor for Year Up Chicago. She launched the R³ Movement to Reunite, Reconcile, and Reimage a future that works for everyone. Erika attended Howard University and Lake Forest Graduate School of Management.



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BIOGRAPHY FOR MAYLENE PENA

Maylene Pena, PHR (MAY-leen PE-nyuh), is a proud Latina and a Chicago native who grew up in the Humboldt Park neighborhood and has over 15 years of experience working with people. Her focus is on attracting, building, and sustaining relationships in her circle. Maylene prides herself on her ability to connect with individuals on many levels and aid them in realization of their goals and aspirations.

Over the years Maylene has worked in various industries as a subject matter expert in the field of Human Resources, Operations, Process Improvement, Training & Development, Organizational Design, and Facility Management. Maylene is certified as an OSHA Trainer, A PHR and is also certified as an Instructor through the ACA (Association of Credit and Collection Professionals).

Maylene is a mother and a wife and is passionate about social justice and is happy to marry her love for people and her need to see them excel and finally live their customized version of the “American dream”. When she is not busy helping others, she is most likely to be found soaking in the sun or spending the day outdoors simply enjoying nature.



The Walker Thomas Group Service Offerings

Diversity and Inclusion

- Develop comprehensive diversity strategies
- Design and deliver diversity and inclusion training programs
- Design and deliver programs on closing the gender gap
- Develop, expand, and provide guidance for business resource groups
- Complete external diversity surveys
- Create internal and external diversity communication strategies

Talent Management

- Design attraction, development, and retention strategies
- Women's Development
- Execute diverse recruitment strategies
- Provide coaching to professionals and executives
- Design and implement mentoring and peer coaching initiatives
- Performance management & succession planning consultation
- Design performance management systems

General Human Resources

- Review and assess recruiting and hiring practices
- Conduct people process assessments
- Human Resource and Leadership Coaching
- Communication skill training and coaching
- Instructional design
- Audits and Assessments: Diversity Audits, Cultural Assessments, L & D Assessments, 360 Evaluations, Diversity Surveys, People Process Reviews, Leadership Assessments, DiSC, Myers Briggs



THE WALKER THOMAS GROUP

Thank
you



The Walker Thomas Group

Erika Walker, President and CEO

Diversity | Leadership Development | Training | Coaching

(202) 821-7078

www.TheWalkerThomasGroup.com

Erika@TheWalkerThomasGroup.com

**ADDENDUM TO AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND THE WALKER THOMAS GROUP**

The following additional terms shall apply to the Agreement between the Village of Downers Grove and The Walker Thomas Group (“Consultant”) (proposal dated February 7, 2022) to provide diversity, equity and inclusion consulting services and training:

1. VILLAGE ORDINANCES

- 1.1 The successful Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

- 2.1 The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 3.1 To the fullest extent permitted by law, the Consultant shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Consultant, its employees, or its subcontractors, and the Consultant shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Consultant shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Consultant to indemnify the Village for its own negligence. The Consultant shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Consultant, its employees, or its subcontractors.

4. NONDISCRIMINATION

- 4.1 Consultant shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Consultant certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age,

marital status, physical or mental handicap or unfavorable discharge for military service. Consultant shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et seq.

5. SEXUAL HARASSMENT POLICY

5.1 The Consultant, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Consultant's internal complaint process including penalties;
- 5.1.5 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
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 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:

- 6.1.1 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 disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity 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.
- 6.1.2 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.
- 6.1.3 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 disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.

- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7 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 subcontractor. 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

7. DRUG FREE WORK PLACE

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

- 7.1 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 Village'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: (A) abide

by the terms of the statement; and (B) 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.

- 7.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village'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.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

- 8.1 The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, 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 to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

- 9.1 The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general

liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

- 9.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 9.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;
 - 9.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
 - 9.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;
 - 9.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 9.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 9.1.7 Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.
- 9.2 The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 9.3 As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

10. COPYRIGHT/PATENT INFRINGEMENT

- 10.1 The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

11. CAMPAIGN DISCLOSURE

- 11.1 Any contractor, Consultant, 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, attached hereto.
- 11.2 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.

11.3 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.

11.4 By signing the bid or proposal documents, contractor/Consultant/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.

12. SUBLETTING OF CONTRACT

12.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

13. TERMINATION OF CONTRACT

13.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

13.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be offset against any monies due and owed to the Contractor by the Village.

14. RELATIONSHIP BETWEEN THE CONSULTANT AND THE VILLAGE

14.1 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.

15. STANDARD OF CARE

15.1. Services performed by Consultant under this Contract will be conducted in a manner

consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

16. GOVERNING LAW

16.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

17. SUCCESSORS AND ASSIGNS

17.1 The terms of this Contract 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 Contract in whole or in part without the prior written approval of the other. The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

18. WAIVER OF CONTRACT BREACH

18.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

19. AMENDMENT

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

20. NOT TO EXCEED CONTRACT

20.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

21. SEVERABILITY OF INVALID PROVISIONS

21.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, 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.

22. NOTICE

22.1 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 the Village as follows:

**Village Manager
Village of Downers Grove**

**801 Burlington Ave.
Downers Grove, IL 60515**

The Walker Thomas Group

23. COOPERATION WITH FOIA COMPLIANCE

- 23.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.