

PARK DISTRICT OF OAK PARK

Contract Between The Park District Of Oak Park
And The Lakota Group
For Services Related To Preparation
Of A Comprehensive Plan

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This contract (the “*Contract*”) is dated as of [insert date] (the “*Effective Date*”) and is by and between the Park District of Oak Park (the “*Park District*”) and The Lakota Group (the “*Consultant*”). In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Services. The Consultant will perform for the Park District the following services (the “*Services*”): See Attachment A to this Contract for a list of the required Services.

1.2 Project Time, Completion. The Services will be performed according to the following schedule (“*Project Schedule*”): See Attachment A for the project schedule.

The Services must be completed on or before **December 18, 2014** (the “*Completion Date*”).

1.3 Term; Extensions. This Contract commences on the Effective Date and terminates on the Completion Date unless terminated earlier pursuant to Article 8 of this Contract or extended in writing by the Parties (the “*Term*”). All terms of this Contract, including without limitation pricing terms, are firm during the Term, unless as embodied in an amendment to this Contract in accordance with Section 9.13.

1.4 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Park District in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the Park District. The Park District’s approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Contract in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Contract, in a manner that causes or will cause a Breach as defined in Section 8.2, then the Consultant, if unable to cure within 30 days on notice from the Park District, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier reasonably acceptable to the Park District. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.5 Financial Ability to Perform. When executing this Contract, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has

sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services set forth in this Contract in full compliance with, and as required by or pursuant to, this Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services (“*Compensation*”), the Park District will pay the Consultant \$97,800.00. Except for the Compensation, the Park District will have no liability for any expenses or costs incurred by the Consultant.

2.2 Periodic Payment; Invoices. The Compensation may be paid in installments. If so, then the Consultant must submit to the Park District, on the installment schedule, a written invoice for payment for properly completed work. The Park District may specify the specific day of the installment period by which invoices must be submitted. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant’s right to payment of the Compensation stated in the invoice. In addition, each invoice must include, if, and as, requested by the Park District, (a) employee classifications, rates per hour, and hours worked by each classification and, if the Services are to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Services are to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Services and, if the Services are to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. The Services will be considered complete on the date of final written acceptance by the Park District of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the Park District if the Park District does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The Park District will make final payment to the Consultant within 30 days after final acceptance of the Services, after deducting therefrom charges, if any, as provided in this Contract (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the Park District by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Contract, the Park District may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the Park District for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the Park District made by any of the Consultant’s sub-consultants or suppliers

or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the Park District, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the Park District's remedies set forth in Section 8.3 of this Contract. The Park District will notify the Consultant in writing given in accordance with Section 9.8 of this Contract of the Park District's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The Park District will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the Park District. The Park District will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the Park District and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the Park District, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Contract. Copies of such material must be furnished to the Park District at the Park District's request and expense.

ARTICLE 3. PERFORMANCE OF SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "*Standard of Performance*"). All Services must be free from defects and flaws, must conform to the requirements of this Contract, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the Park District, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons arising from any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the Park District based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Contract, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the Park District or

the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Park District Responsibilities. The Park District, at its sole cost and expense, will have the following responsibilities:

(a) To designate in writing a person with authority to act as the Park District's representative with respect to the Services. In the absence of a writing designation, the Park District's representative will be the Park District's Executive Director. The Park District's representative will have the authority to act on behalf of the Park District except on matters that require approval of the Park District's Board of Commissioners.

(b) To provide to the Consultant all criteria and information about the requirements for the Services, including, as relevant, the Park District's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to the Services.

(d) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(e) To provide, except as provided under Article 5 and Article 6 of this Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the Park District to protect the Park District's interests with respect to the Services.

(f) To attend meetings related to the Services.

3.5 Time of the Essence. Time is of the essence for the Services and all activities with regard to the performance of the Services.

3.6 Suspension of Services. The Park District, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the Park District directs the Consultant in writing to resume performance.

ARTICLE 4. SERVICES CHANGE ORDERS; DELAYS

4.1 Services Change Orders. The Park District, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "*Services Change Order*"). Any Services Change Order in an amount exceeding \$5,000 must be approved by the Park District's Board of Commissioners. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Contract as Attachment B. The Consultant may request a Services Change Order based on a material change to any Services performed under this Contract. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation.

4.2 Revision Notices. Within five days after the date of a Services Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the Park District in writing if the Consultant desires a revision to the Services Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the Park District agrees to any revision, then the Park District will issue a revised Services Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the five-day period, then the Consultant will be deemed to have accepted the Services Change Order and the Services Change Order will be final.

4.3 Disagreements over Services Change Order Terms. If the Park District and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Services Change Order, then the Parties will apply the dispute resolution provisions of this Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by Park District pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Services Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Services Change Order signed by the Park District and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Services Change Order, then the Consultant may submit to the Park District a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the Park District in writing within five days after the start of the delay and again in writing within five days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing professional services, including without limitation: (i) preparing, approving, or failure to prepare or approve maps, drawings, opinions, report, surveys, designs or specifications and (ii) providing direction, instruction, supervision, inspection, or engineering services or failing to provide them, if that is the primary cause of injury or damage.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Contract, with a deductible not-to-exceed \$50,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Park District. At the option of the Park District, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the Park District and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The Park District and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the Park District or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the Park District and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the Park District and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the Park District and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the Park District and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the Park District and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the Park District by certified mail, return receipt requested.

(j) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the Park District with certificates of insurance naming the Park District and its officials, employees, agents, and

representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Park District and in any event must be received and approved by the Park District before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The Park District reserves the right to request a full certified copy of each insurance policy and endorsement.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the Park District's request, defend the Park District and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the performance of any Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the Park District.

6.2 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.3 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the Park District may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the Park District.

6.4 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted solely from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the Park District and the Consultant related to this Contract will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will

deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Contract is At-Will. This Contract is at-will and may be terminated by the Park District at any time at the Park District's convenience, without reason or cause. If the Park District terminates this Contract without reason or cause, then the Consultant will be entitled to Compensation for all Services performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by Park District for Breach. The Park District at any time, by written notice, may terminate this Contract on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the Park District may agree, in the Park District's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Contract, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Services within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

8.3 Park District Remedies. If the Park District terminates this Contract for Breach by the Consultant, then the Park District will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The Park District may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the Park District as the result of any Breach or as a result of actions taken by the Park District in response to any Breach.

(b) The Park District may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the Park District as the result of any Breach or as a result of actions taken by the Park District in response to any Breach. In that event, the Park District will pay any excess funds to the Consultant, if any, after all of the Park District's costs are reimbursed or paid. If the Compensation withheld by the Park District is insufficient to reimburse the Park District for, or pay, all costs, then the Park District will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Contract by the Park District for breach, it is determined that the Consultant was not in breach or that the termination

otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the Park District under Section 8.1 of this Contract and Consultant shall be entitled to reasonable attorney's fees.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Contract on account of failure by the Park District to properly pay the Consultant and failure of the Park District to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the Park District seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Contract without cause on 30 days written notice to the Park District and shall be entitled to Compensation for all Services provided up to the date of termination.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the Park District.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Contract, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the Park District. The Consultant must direct inquiries from governmental regulatory agencies to the Park District for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the Park District to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the Park District with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the Park District and at the Consultant's sole expense (a) procure for the Park District the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the Park District for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by Park District resulting from such infringement.

9.5 Confidential Information. All information and data disclosed by the Park District and developed or obtained under this Contract must be treated by the Consultant as proprietary and confidential information (“*Confidential Information*”). The Consultant must not disclose Confidential Information without the Park District’s prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by Park District and Park District has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant’s sub-consultants and suppliers.

9.6 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively “*Data*”), other than the Consultant’s confidential information, will be and remain the sole property of the Park District. The Consultant must promptly deliver all Data to the Park District at the Park District’s request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant’s records subject to the Consultant’s continued compliance with the provisions of this Article.

9.7 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the Park District and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the Park District. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the Park District. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the Park District and agrees to assist the Park District in perfecting the same at the Park District’s expense.

9.8 Notices. Any notice or communication required by this Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the Park District:
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
Attn: Executive Director

with a copy to:
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
Attn: Superintendent of Buildings and
Grounds

If to the Consultant:
The Lakota Group
212 W Kinzie Street 3rd Floor

with a copy to:

Chicago IL 60654
Attn: Scott Freres, President

or to such other address as the party to whom notice is to be given has furnished in writing.

9.9 No Waiver by Park District. No act, order, approval, acceptance, or payment by the Park District, nor any delay by the Park District in exercising any right under this Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Contract or any remedy, power, or right of the Park District.

9.10 No Third-Party Beneficiaries. This Contract is for the benefit of the Park District and the Consultant only and there can be no valid claim made or held against the Park District or the Consultant by any third party to be a beneficiary under this Contract.

9.11 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.5, 9.6, and 9.7.

9.12 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Contract without the prior express written consent of the Park District. If any aspect of this Contract is assigned or transferred, then the Consultant will remain responsible to the Park District for the proper performance of the Consultant's obligations under this Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Contract must include terms requiring the assignee or transferee to fully comply with this Contract unless otherwise authorized in writing by the Park District.

9.13 Amendments. This Contract may be amended only in writing executed by the Park District and the Consultant.

9.14 Governing Law. The validity, construction, and performance of this Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.15 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the Park District with respect to this Contract. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.16 Representation of No Conflicts. The Consultant represents that (1) no Park District employee or agent is interested in the business of the Consultant or this Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract, and (3) neither the Consultant nor any person employed by or

associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

9.17 No Collusion. The Consultant represents 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 properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Park District prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the Park District and the Consultant have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

PARK DISTRICT OF OAK PARK

THE LAKOTA GROUP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

SPECIFIC TERMS OF CONTRACT

1. Scope of Required Services

The Services include the task and outcomes included in Section 5 of the Park District's Request for Proposals issued November 11, 2013, to which the consultant responded. The consultant may use the following process outlined in its proposal to perform the required Services.

Phase One: Analyze

Collect comprehensive data and undertake analyses of Park District parks, open spaces, and facilities. Assess Park District facilities in the context of the Village and the region and against recreational trends. Complete a program inventory and assessment.

Develop Park District-wide facility database that can be populated through tablet-based input in the field. Provide database to the Park District at the end of the process, or incorporate database into an existing database if applicable. Summarize and present inventory and analyses to project team to confirm that the critical issues and opportunities have been identified and documented appropriately.

Phase Two: Engage (overlapping with Phase One)

Facilitate community conversations with a variety of key stakeholders (a) to provide the team with an understanding of the needs and desires of the stakeholders and (b) to communicate to the community the process and the community's role in the process and to assure the community that it is being heard and understood.

Apply additional community engagement measures based on discussions with Park District staff and the project team in this phase and future phases as appropriate. Create a project-specific website, suitable for posting information, project materials, announcements, calendars, links to social media sites, links to on-lines resources, and similar matters.

Prepare a simple video, shared on the Park District's website and at events, to introduce the process, announce established goals, and set a positive, forward-thinking tone.

Provide additional opportunities for contact with the community when beneficial to the process, including community workshops, pop-up topic-based meetings, and "caught-in-the-act" intercept surveys at recreational facilities.

Phase Three: Envision

Develop and test alternative strategies and a range of options for existing and new parks, open spaces and facilities, amenities and programming. all for the purpose of creating a unified vision for the future and with the goal of pairing a dynamic recreation programming plan with a plan for improved environmental and physical facilities. Provide visually interesting and simple-to-understand reports related to strategies and options. Include appropriate narrative text. Use

techniques such as a comparative matrix to evaluate concepts against specific goals, benchmarks and metrics developed in the previous two phases. Develop and test strategies for collaborating with the Village, local school districts, and other agencies to meet the needs of the community. Test and refine strategies and options through a series of workshops with the project team and Board of Commissioners to form the basis of the final plan.

Phase Four: Implement

Refine the strategies and options into specific recommendations and a 10-year action plan, which plan would serve as the core of the final comprehensive master plan report. Provide visually interesting and simple-to-understand reports related to plan and report. Include appropriate narrative text. Along with the project team, assemble the written and graphic deliverables of the project, including summaries of the previous three phases into the report. Conduct several meetings with the project team to refine the plan.

Provide a two- to 10-page executive summary of the 10-year action plan and the comprehensive master plan report that highlights key components and fundamental “takeaways” of the process. Present the final comprehensive master plan to the Board of Commissioners for review and comment. Make any appropriate modifications based on the Board of Commissioners.

2. Project Schedule

Project Kick-off Meeting	February
Focus Group Meetings	March
Stakeholder Interviews	March
Information Gathering and Preliminary District Analysis	March-April
Fine-grain Programming, Parks & Facility Analysis	April-May
Community Survey Preparation Assistance	April
Community Survey Result Analysis Integration	May – July
Strategy Development	July-August
Input Meetings	September
Strategy Refinement	September-October
Report Creation & Refinement	October - November
Reports Presentation	December

ATTACHMENT B

SERVICES CHANGE ORDER FOR TASK NUMBER _____

In accordance with Section 4.1 of the Contract dated _____, 20__ between the Park District and the Consultant, the Parties agree to the following Services Change Order:

1. **Change in Services:** _____

2. **Change in Project Schedule** (attach schedule if appropriate): _____

3. **Change in Completion Date:** All Services must be completed on or before: _____, 20__

4. **Change in Compensation:** _____

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PARK DISTRICT

LAKOTA GROUP

Executive Director

Signature

Name (Printed or Typed)

Date

Date

If compensation change greater than \$10,000, then Board of Commissioners approval and Park District President signature required.

Park District President

_____, 2014.
Date