



ORDINANCE NO. 1891-18

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
EOSULLIVAN CONSULTING

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed, to execute an agreement with EOSullivan Consulting, in an amount not to exceed \$30,000.00, substantially in the form attached hereto as "Exhibit A", and, by this reference made a part hereof.

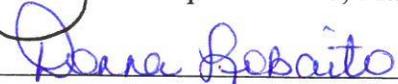
The foregoing Ordinance was adopted on October 22, 2018 by a roll call vote as follows:

AYES: Kaiser, Kosik, Riess, Corrigan, Dimaggio

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: October 22, 2018

APPROVED: October 22, 2018



VILLAGE OF HAWTHORN WOODS

Proposal for Consulting Services

September 24, 2018

This Agreement contains proprietary information and may not be distributed to any other entity or person not associated with or in the employment of the VILLAGE OF HAWTHORN WOODS.



SITUATION ANALYSIS

The Village of Hawthorn Woods (hereinafter: VHW), is seeking to engage the community in improving infrastructure village-wide, gaining community buy-in for the investments that would be necessary to achieve that vision.

Next steps are to develop the appropriate messaging that would lead to a successful effort, solicit feedback from the community on the various aspects of the project and the components of the messaging, utilize all feedback gathered to date to develop a potential ballot question, and engage the community on the potential ballot question utilizing the new messaging. VHW is ready to move forward, and they need expert assistance to help facilitate this process and ensure a successful outcome.

EOSullivan Consulting (hereinafter: EOS) is an Illinois-based firm that specializes in achieving policy victories in Illinois. Ed Sullivan is a former legislator with 14 years of experience winning tough policy battles in Springfield and over 25 years of experience being involved in local government. Sullivan is widely considered to be the property tax expert in Illinois and has relationships with many of key influencers covering VHW.

EOS developed a consulting package that assists units of local government with engaging the community, assessing the need for a referendum, developing messaging, and engaging key influencers.

PUBLIC RELATIONS & MESSAGING

The most important step in any public engagement effort, especially one that has the potential to lead to a referendum requiring votes from the public in order to pass, is developing messaging. For an effort like this to be successful, VHW must be talking about things their residents care about in a way that resonates enough to generate the necessary level of support.

Working with VHW and utilizing all data and information gathered from community engagement efforts to date, we will develop effective messaging that promotes the positives of the village, concisely lays out the infrastructure needs, effectively promotes the benefits to residents, and motivates the public to take action to resolve the issues. The messaging will be tested and refined throughout the survey research and community engagement efforts to ensure maximum effectiveness.

With messaging in place, VHW and our team will push this information out to the community comprehensively and consistently. This includes key influencers, community groups, and invested stakeholders to ensure they are equipped with the information they need as they engage the public in their own regular efforts. This will help educate the public on the infrastructure deficiencies, why the need is so pressing, and how the path forward determined by VHW is a the fiscally responsible and prudent path. This will lead to a stronger relationship between the community and their village, increased favorability for the village and its leaders, and a foundation of support for a potential referendum.

An additional benefit of this message is it will ensure that everyone involved with this effort has messaging they can utilize, keeping all communications consistent and as effective as possible.



SURVEY RESEARCH

A successful process and outcome is driven by data. Using surveys, we can gather important data that will help guide VHW's efforts. This step is crucial in the overall effort.

Our partners have been conducting polls for nearly a decade now nationwide, including over 100 in the northwest suburbs alone over the past five years. They employ polling and data experts who conduct the polls, while we analyze the results using our knowledge of our clients' needs as well as our long history of having been involved in Illinois issues, elections, and referendums. Through this partnership, we have conducted survey research for a number of Illinois municipalities and government bodies.

Our plan would be to conduct a hybrid menu & messaging survey. The menu survey asks for levels of support on broad categories of projects, such as infrastructure investments, giving a few examples but no costs. It then gives a full list of potential projects for the public to consider, providing the features, benefits, and costs for each project and then asking if the public supports or opposes that project (and how strongly). This section concludes by asking respondents to rank the projects by order of priority, which allows us to track how passionately they feel about their support or opposition for each project. Finally, the survey tests various potential funding levels, giving details on each's property tax impact and how many projects could be funded. The messaging portion of the survey will test various aspects of the messaging to identify how strongly the voters agree or disagree with specific points.

Each survey begins with demographic questions asking age, gender, and ideology. We supplement this information on the back end by tagging each respondent based on the specific neighborhood in which they live. This information allows us to break down the survey results by each of these demographics.

We will guide VHW through this process, helping identify the subjects to poll and questions to ask, and ultimately writing the scripts. We typically recommend no more than twenty questions, and ideally fewer, when dealing with potential respondent pools as small as a single, smaller municipality.

Surveys are then conducted among a random sample of individuals in the village. Interviews are conducted via a computer-assisted telephone interviewing system utilizing techniques designed to achieve the highest possible respondent cooperation. Data is modeled in real-time as the interviews are conducted using our partner's proprietary system, which determines interview targets based on weighted demographic information from the U.S. Census Bureau's Current Population Survey Voting and Registration Supplement. Data is sampled using demographic information from the Illinois Secretary of State and the Lake County Clerk to construct sample target weights. We collect as many responses as possible, up to a maximum of 500, though in our experience it is typically difficult to get more than 300 responses to surveys of this length in smaller jurisdictions. We will generate as many responses as possible.

Survey results will be submitted to VHW in a detailed spreadsheet. Results will be presented in summary format in an easy-to-follow format. Results will also be provided by each demographic, showing how specific demographics responded to each question. We will also submit a detailed memo analyzing the survey data, pointing out key data points, and providing recommendations on a path forward based on the survey data as it relates to VHW's goals.



REFERENDUM COMMUNITY ENGAGEMENT

With messaging developed and survey results in hand, it is important that we conduct a new round of community engagement efforts, as the final plan will have changed. This step cements this process as truly being community-driven.

We will accomplish this by holding a series of public, town hall style events. These events will be held at various locations and times of the day so that all community members have the opportunity to attend. The village will make a short presentation outlining the process that led to that point and the projects under consideration. Then, there will be a break where attendees go to a pre-determined area and review images, renderings, and details for all the projects under consideration. Staff will be available at each station to discuss the projects and answer questions. Once this is done, the event will conclude with a public Q&A on the projects. Comment cards will also be made available to all attendees in order to solicit their feedback and learn their preferences as to the priority level of each project.

This round of community engagement has three important purposes. First, it effectively pushes our messaging out into the community. Second, it gathers additional feedback from the community as we develop our final plan and potential ballot question. Third, it gives the community a final, public opportunity to give input and guide these efforts, helping them feel truly bought into the process and invested in the outcome.

REFERENDUM DEVELOPMENT

The final step is to develop a potential ballot question. Some of this work is already done, but we will run this effort through our specific process because it has proven to be effective.

First, we must start with the fuller “menu” of options. This includes items that VHW has previously determined they will remove from a potential referendum, including draining infrastructure and possibly even bike paths. The reason for this is to give the community the opportunity to give their feedback on these items and choose whether they want them included or not via the survey and community engagement sessions.

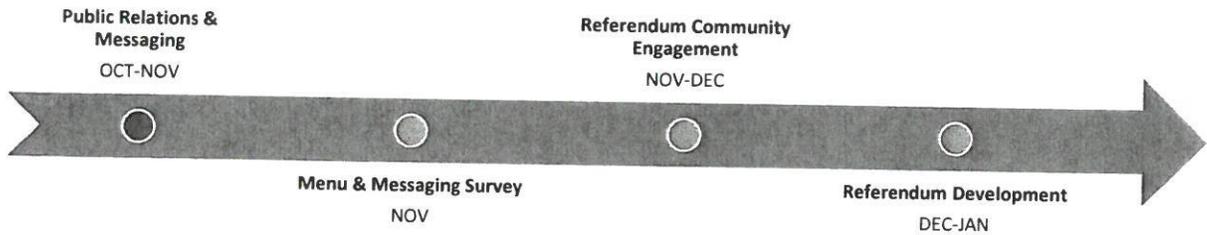
We would then use the data and feedback to refine the plan, cutting out items the community rejects and honing in on a final plan. We may end up right where we started, but it’s the process that matters—by doing it this way, and doing so publicly, the community sees transparently that they were the ones who drove the process and determined the final plan. This subtle distinction makes a significant impact on the potential success of a referendum.

We will also assist with the process of determining how the ballot question should be worded and when the referendum should be put on the ballot for the best possible outcome. We have our finger on the pulse of the public narrative in Illinois as well as a behind-the-scenes understanding of current and upcoming political activities. We will use this constantly evolving information, plus the data we have gathered as well as our knowledge of previous results for referendums and campaigns in the area, to guide VHW during this phase.

We are also available to work with VHW’s bond counsel to provide any necessary information for the crafting of the referendum wording, and have relationships with multiple bond houses should an introduction be required.



POTENTIAL TIMELINE (BASED ON AN APRIL 2019 REFERENDUM)



Public Relations & Messaging efforts begin immediately, starting with developing initial messaging and then updating that messaging as additional feedback is gathered. The Menu & Messaging Survey will be conducted right at the beginning of the Referendum Community Engagement efforts, which begin in November and run through December. Referendum Development then begins after the completion of data gathering and community engagement, with enough time to ensure the process is as transparent and collaborative as possible before a potential board vote in January.

Note: Based on scheduling of public presentations and board meetings, the above timeline could alter in detail but not in substance. A more detailed timeline will be developed in partnership with VHW.

PROJECT COST

Billing structure to be determined in consultation with client as determined to be best for VHW. We can break down billing monthly, by project, or lump sum.

Total Cost: \$25,000 for Consulting, Plus \$5,000 for Survey

Cost By Project:

- Public Relations & Messaging: \$10,000
- Referendum Development: \$5,000
- Community Engagement: \$10,000
- Survey: \$5,000 for Automated Survey with Modeling/Weighting

TERMS

- All pricing good for 30 days from date of proposal.
- Agreement terms are from date of signature until Agreement termination.
- Client will be billed based on determination between EOS and VHW, to be agreed upon in writing.
- Client will reimburse EOS for mutually agreed upon expenses. Expenses will be included on the following invoice. Proper documentation of each expense will be available at any time upon request.
- VHW and EOS reserve right to cancel Agreement with 30 days notice without cause.



CONDITIONS

- Completion of projects contingent on timely communication from client.
- During the term of this Agreement, EOS and its employees will not perform services, whether compensated or voluntary under the employment of EOS or independently, that shall conflict with any activities of VHW or cause to sully the goodwill of, or put into disrepute, VHW or its agents or clients.
- In the performance of its services, EOS shall comply with all laws applicable to the performance of such services and otherwise applicable to VHW, its board members and employees, including, but not limited to, the State Ethics Act and laws governing lobbying, political activities, and the use of public funds. EOS shall comply with any VHW Board Policies regulating ethics and gift bans.
- All information and materials related to VHW and its operations are the property of VHW and will be treated as confidential information; EOS will not disclose any confidential information during or after the terms of this Agreement.
- Both parties agree that the duties and services outlined in this Agreement do not include any type of lobbying and/or government relations activities with the State of Illinois. If both parties agree that lobbying services are needed, then a separate and independent agreement would be executed and both parties would register with the Illinois Secretary of State's office, Index Division and follow all applicable Illinois laws and regulations.
- Client agrees to allow reasonable use of its name and work resulting from this Agreement for EOS's promotional efforts.
- Each Party ("the Indemnitor") will defend, indemnify, and hold harmless the other Party, the other Party's affiliates, subsidiaries, and related companies, and its trustees, members, officers, directors, agents, representatives, and employees, and each of their respective successors (collectively, the "Indemnitees") against any and all third party claims, suits, losses, damages, suits, fees, judgments, costs, and expenses (collectively referred to as "Claims"), including reasonable attorney's fees incurred in responding to such Claims, caused by any act, omission, negligence, or breach of this Agreement by the Indemnitor in connection with the performance of the Services.
- In no event shall either party be liable to the other for special, indirect, incidental, or consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused or allegedly caused by breach of Agreement, tort or otherwise (including negligent or willful act or omission, warranty, indemnity, or strict liability).
- **Certifications.** As required by the Criminal Code, 720 ILCS 5/33E-11, by executing this Agreement, EOS certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. EOS agrees that if this certification is false, VHW may declare the Agreement void. EOS further certifies that it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- **Equal Employment Opportunity.** EOS agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. EOS further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C Section 1201 et seq., and rules and regulations promulgated thereunder.
- As required by Illinois law, in the event of EOS'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”), EOS 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 Agreement 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 Agreement, EOS shall agree as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service or arrest record status; 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.
 - b. 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) of minorities and women in the areas 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.
 - c. 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
 - d. 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 EOS’s obligations under the Illinois *Human Rights Act* and the Department’s Rules. If any such labor organization or representative fails or refuses to cooperate with EOS in its efforts to comply with such Act and Rules, EOS will promptly so notify the Department and VHW and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
 - e. That it will submit reports as required by the Department’s Rules, furnish all relevant information as may from time to time be requested by the Department or VHW, and in all respects comply with the Illinois *Human Rights Act* and the Department’s Rules.
 - f. That it will permit access to all relevant books, records, accounts and work sites by personnel of VHW and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department’s Rules.
 - g. 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 sub. In the same manner as with other provisions of the Agreement, EOS will be liable for compliance with applicable provisions of this clause by such sub; and further it will promptly notify VHW and the Department in the event any sub fails or refuses to comply therewith. In addition, EOS will not utilize any sub 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.
- This typewritten Agreement constitutes the entire Agreement of the Parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings, and agreements, between the Parties respecting the subject matter hereof. Any changes, additions, stipulations, or deletions including correcting lining out by any party to this Agreement or signator to this Agreement will not be considered agreed to or binding on any party unless such modifications have been initialed or otherwise approved in writing by all parties to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.



ACCEPTANCE

In Witness Whereof, the parties hereto agree to the deliverables, scope, cost, and terms & conditions of this Agreement. Client representative is duly authorized to enter into this Agreement.

EOSULLIVAN CONSULTING

Signature: *Edwin O. Sullivan*

Printed Name: Edwin O. Sullivan

Title: OWNER

Date: 10/25/18

VILLAGE OF HAWTHORN WOODS

Signature: *Joseph Mancino*

Printed Name: JOSEPH MANCINO

Title: MAYOR

Date: 10/22/18

