

RESOLUTION 11-18

Passed March 28,2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH HOPKINS SOLUTIONS, LLC, TO PROVIDE ECONOMIC DEVELOPMENT SERVICES TO THE CITY OF DEKALB, ILLINOIS.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with Hopkins Solutions, LLC, for the purpose of performing economic development services for the City of DeKalb, Illinois in the amount of six thousand three hundred dollars (\$6,300) per month, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Section 2. That the initial term of said agreement commences on April 1, 2011 and continues through June 30, 2012.


Section 3. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 28th day of March, 2011 and approved by me as Mayor on the same day. Passed on roll call vote: 7-0. Aye: Simpson, Teresinski, Verbic, Gallagher, Naylor, Baker, Kammes.

ATTEST:



STEVE KAPITAN, City Clerk



KRIS POVLSEN, Mayor

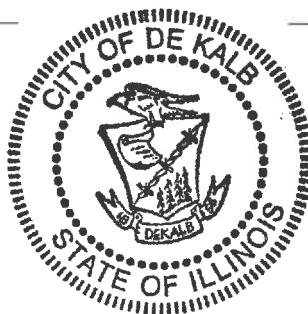


EXHIBIT A

PROFESSIONAL SERVICES CONSULTING AGREEMENT

This Agreement is effective as of April 1, 2011, (the "Effective Date"), by and between Hopkins Solutions, LLC ("Hopkins"), and the CITY OF DEKALB, an Illinois municipal corporation ("DEKALB").

RECITALS

WHEREAS, DEKALB desires to retain the services, advice and experience of Hopkins, to perform and coordinate various economic development, planning, zoning and community development services and projects on behalf of DEKALB.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Consulting Services.** Subject to the terms and conditions hereinafter provided, DEKALB engages Hopkins to perform and coordinate various economic development, planning, zoning and community development services and projects on behalf of DEKALB, as more specifically defined in Exhibit A (which may be mutually modified at any time), for DEKALB.

2. **Term.** This Agreement shall commence on Effective Date, and shall terminate no later than June 30, 2012, unless extended by the mutual agreement of the parties or unless terminated as hereinafter provided in Paragraph 14. The parties agree that during the term of this Agreement, Hopkins will be available as agreed upon by the parties.

3. **Consideration and Payment.** As consideration for such consulting services and for assigning any rights in brands, inventions, designs, patents, trademarks and copyrights, as provided, in Exhibit A, DEKALB agrees to pay Hopkins on a monthly basis of \$6,300 per month (which said monthly payment includes Hopkins expenses). Hopkins shall provide DEKALB with an invoice showing services provided during the month. DEKALB agrees to reimburse Hopkins for other reasonable business expenses which have been pre-approved in writing by DEKALB.

4. **Status of Hopkins.** In all matters relating to this Agreement, Hopkins shall be acting as an independent contractor. Hopkins is not an employee of DEKALB under the meaning or application of any federal or state unemployment or insurance laws or worker's compensation laws, or otherwise. Hopkins shall assume all liabilities or obligations imposed by any one or more of such laws with respect to the performance of this Agreement. Hopkins shall not have any authority to assume or create any obligation, expressed or implied, on behalf of DEKALB, and Hopkins shall have no authority to represent itself as an employee or agent of DEKALB.

5. **Confidential Information.** Hopkins agrees that confidential, proprietary, or personal information discovered or received from DEKALB shall not be (a) directly or indirectly used by Hopkins in any manner except for the purpose of fulfilling any contractual agreements between DEKALB and Hopkins; (b) directly or indirectly distributed, disclosed or otherwise disseminated to

any third party without the express written consent of DEKALB, unless such disclosure is required by law, rule or regulation binding upon recipient and prior written notice is given to the other party; or (c) disclosed to its representatives, except for those who need to know such information, who are informed of the confidential nature of the information, and who agree to be bound by the terms of this Agreement. Hopkins shall use the same degree of care to prevent disclosure or use of such confidential, proprietary, or personal information as it employs with respect to its own information of like importance, but in no event less than reasonable care. This paragraph shall survive the termination of this Agreement.

6. **Independent Contractors.** Hopkins shall be responsible for all federal, state and local taxes, benefits, insurance, social security, and withholdings, if any, which may become due for the compensation period, and shall defend, indemnify, and hold DEKALB harmless from any and all such taxes imposed on the compensation herein.

7. **Direction.** Hopkins shall report to and receive direction from Mark Biernacki, City Manager for DEKALB. Hopkins shall provide a monthly written report to DEKALB on the status of Hopkins projects.

8. **Inventions, Patents, Trademarks and Copyrights.** All work product of the services provided by Hopkins under this Agreement shall be owned solely and exclusively by DEKALB perpetually and throughout the world. Hopkins acknowledges that any work prepared under this Agreement shall be considered "work for hire" and the exclusive property of DEKALB unless otherwise specified in writing.

9. **Notices.** Any notice required to be given hereunder shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the following addresses:

If to Hopkins:

Roger Hopkins
Hopkins Solutions, LLC
205 Greenwood Acres Drive
DeKalb, IL 60115
Phone: (630) 219-8341

If to DEKALB:

City of DeKalb
Attention: Mark Biernacki
City Manager
200 South Fourth Street
DeKalb, IL 60115
Phone: (815) 748-2090

10. **Strict Loyalty.** Hopkins warrants that there is no conflict of interest between Hopkins's existing agreements and the services to be performed hereunder, and

Hopkins shall advise if a conflict of interest arises in the future.

11. **Non-Competition.** Hopkins shall not engage in county or municipal economic development services within the following communities: Sycamore, Cortland, Malta, Rochelle, Creston, Maple Park, Hinckley, Waterman, Shabbona, and Genoa. Hopkins shall not engage in providing economic development or other professional advice to private clients and developers doing business with DEKALB. Hopkins shall confidentially disclose to the DEKALB City Manager the identity and nature of relationship of any projects involved in regional site selection which may be considering DEKALB regarding conflict of interest with other municipal clients of Hopkins. Hopkins will defer to the first municipal client to identify the project, and Hopkins shall recuse itself from participation with other municipal clients regarding that project. Hopkins may engage in economic development services for regional organizations that may include DEKALB and the communities referenced in this paragraph, based upon written request and written permission from the DEKALB City Manager. This paragraph shall survive the termination of this Agreement for a period of three (3) years.

12. **Severability.** If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, it is deemed to be stricken and the rest of this Agreement shall remain in full force and effect.

13. **Superseding Effect and Waiver.** This Agreement supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire agreement between parties. No waiver, alteration or modification of this Agreement shall be binding unless it is in writing, signed by the party against whom enforcement is being sought.

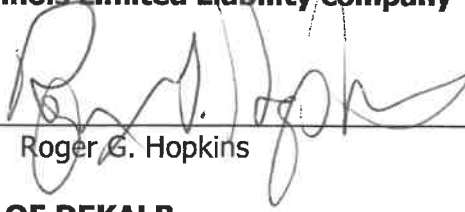
14. **Termination.** Each party shall have the right to cancel this Agreement upon sixty (60) days prior written notice to the other, with or without cause. If this Agreement is so terminated, DEKALB shall be liable only for payment for services performed for the month which coincides with termination.

15. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

16. **Indemnification.** DEKALB and Hopkins, respectively, shall defend indemnify and hold the other harmless for any claims, demands, expenses, lawsuits, actions, obligations or liabilities, including reasonable attorneys' fees and costs, arising or resulting from any default by the indemnifying party under the terms, covenants and conditions of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the day and year first above written.

HOPKINS SOLUTIONS, LLC,
an Illinois Limited Liability company

By: 

Roger G. Hopkins

CITY OF DEKALB,
an Illinois Municipal corporation

By: 

Kris Povlsen, Mayor



Attest:

By: 

Steve Kapitan, City Clerk

Hopkins Solutions LLC

Exhibit A To Hopkins Professional Services Consulting Agreement For City of DeKalb 2/22/11

The responsibilities, deliverables, expected outcomes and measurements for this contracted engagement are expected to require 63 hours per month:

Responsibilities:

- Provide "acting" division head facilitation of functions regarding:
 - Planning and Zoning
 - Economic Development
 - Community Development and Grant Administration
- Prepare a commercial and retail development strategy to include:
 - IL 23 Corridor
 - Peace Road Corridor and I-88 Interchange
 - DeKalb/Taylor Airport area
 - Annie Glidden Road corridor and I-88 Interchange
 - Downtown area development/redevelopment/property disposition
- Develop marketing strategy for the DeKalb/Taylor Airport facilities, hangers and operations
- Evaluate incentive policies (abatements, infrastructure, tax rebates, development and redevelopment agreements)
- Develop a plan, identify resources and prepare a timetable for updating the City's comprehensive plan
- Facilitate and prepare draft communications on planning and zoning, economic development, and community development grant activities
- Assess and evaluate existing development and redevelopment agreements and prepare recommendations
- Achieve project results through collaboration with municipal staff, elected officials, DCEDC, Chamber, Renew DeKalb, other local governments, neighborhood organizations, neighboring governments, business and education organizations

Deliverables:

- Provide weekly status reports and a monthly comprehensive written report on activities with regard to responsibilities, deliverables, outcomes and measurements
- Collaborate with the City Manager, department and division heads and staff on current planning and zoning, economic development and community development grant projects and programs
- Prepare successive plans for commercial and retail development
 - IL 23 Corridor
 - DeKalb/Taylor Airport area
 - Downtown area development/redevelopment/property disposition
 - Peace Road Corridor and I-88 Interchange
 - Annie Glidden Road Corridor and I-88 Interchange
- Prepare a marketing plan for the DeKalb/Taylor Airport facilities, hangers and operations
- Prepare and submit drafts to the City Manager for programs and policies for tax abatement, retail attraction and development, redevelopment property disposition and reuse, and residential impact fees
- Review, evaluate and make recommendations regarding development and redevelopment agreements
- Facilitate and prepare written case studies of successful projects
- Participate in programs and initiatives as part of developing a program for updating the comprehensive plan, evaluation of development agreements, and planning and community development grant projects
- Participate in a periodic assessment of a transition to a full time City position

Expected Outcomes:

- Deliver economic development project services to the City with the objectives of generating jobs, wealth, and sustainable development
- Facilitate planning, zoning, and community development grant activities
- Provide internal and external public and private sector collaboration, partnerships, and support for planning, zoning, economic development and community development grant services
- Deliver professional planning, zoning, community development and economic development leadership

Measurements:

- Develop a division project list and monitor weekly completion of planning, zoning, economic development and community development projects to the City Manager or his designee
- Produce thirty (30) commercial development contacts per month with clients, brokers, developers, to secure three (3) prospects and one (1) successful project, and document results
- Prepare commercial/retail development strategies (two month intervals, i.e. second, fourth, etc.):
 - By the _____ month of the engagement for the IL 23 Corridor
 - By the _____ month of the engagement for the DeKalb/Taylor Airport area
 - By the _____ month of the engagement for the Peace Road Corridor and the I-88 Interchange
 - By the _____ month of the engagement for the Annie Glidden Road Corridor and the I-88 Interchange
 - By the _____ month of the engagement for the Downtown area development/redevelopment/property disposition
- Prepare a marketing plan and strategy for the DeKalb/Taylor Airport facilities, hangers and operations by the third month of the engagement
- Prepare evaluation and recommendations on tax abatement policies by the fifth month of the engagement
- Prepare evaluation and recommendations on existing development and redevelopment agreements by the seventh month of the engagement
- Prepare evaluation and recommendations on residential impact fees by the ninth month of the engagement
- Prepare timetable activities for updating the comprehensive plan :
 - By the third month of the engagement draft a timetable for activities
 - By the fifth month of the engagement prepare a final project plan
 - By the seventh month initiate citizen input and public participation elements
 - By February 2012 submit a draft proposal for financial resources and a budget for the completion of the plan
- Participate in Council, Commission, Committee and other external organizations as necessary
- Provide and facilitate monthly written press releases/newsletter items on divisional programs, projects and activities

City of DEKALB

Established 1856

DEKALB MUNICIPAL BUILDING

200 South Fourth Street
DeKalb, Illinois 60115
www.cityofdekalb.com
(815) 748-2000

CITY CLERK FILES:


Number: RES 11-18

Date: 3/28/11


Addendum to Professional Services Consulting Agreement

The City of DeKalb ("the City") and Hopkins Solutions, LLC ("Hopkins"), have previously entered into a consulting agreement dated April 1, 2011, through which Hopkins is obligated to provide professional consulting services to the City. The City and Hopkins have mutually determined that it would be necessary, convenient and in furtherance of the obligations arising under that agreement for the City to provide Hopkins with a City e-mail address, ending in "@cityofdekalb.com." Notwithstanding the foregoing, the City and Hopkins agree and acknowledge that Hopkins remains an independent contractor, and the provision of this email address does not change the nature or scope of its services, but rather simply provides an alternative method of contact for Hopkins, as a convenience to the City and Hopkins. Hopkins shall be responsible for ensuring compliance with all applicable laws, rules and regulations pertaining to use of the email address, and acknowledges that as the City controls the email servers through which emails on this account may be received or sent, the City shall have access to the email account at such times as it shall determine. Further, Hopkins agrees and acknowledges that his use of the email account: 1) shall be solely permitted for activities undertaken in furtherance of Hopkins' obligations under the consulting agreement referenced above; and, 2) shall be in a professional fashion that does not reflect adversely upon the City. Under the terms of Hopkins' consulting agreement, Hopkins acknowledges that it does not have the authority to bind the City to any contract or agreement, or create any obligation for the City without its express consent; the provision of this email address and account shall not be deemed an act that provides Hopkins with any additional authority, and it shall be restricted to the duties and authorizations contemplated by the underlying consulting agreement.

Dated this 21st day of November, 2011



Mark T. Biernacki, City Manager
City of DeKalb



Roger G. Hopkins, President
Hopkins Solutions LLC

11/21/11

Date

11/22/2011

Date

CITY MANAGER'S
OFFICE
P: (815) 748-2090
F: (815) 748-2091

Hopkins Agreement Addendum to Original 1
FINANCE
DIVISION
P: (815) 748-2080
F: (815) 748-2304

HUMAN RESOURCES
DIVISION
P: (815) 748-2094
F: (815) 748-2056

INFORMATION & TECHNOLOGY
DIVISION
P: (815) 748-2090
F: (815) 748-2024

ECONOMIC DEVELOPMENT
DIVISION
P: (815) 748-2365
F: (815) 748-2359