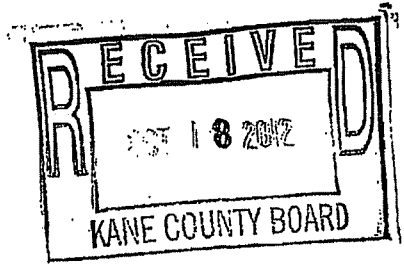


County of Kane
Office of County Board
Kane County Government Center

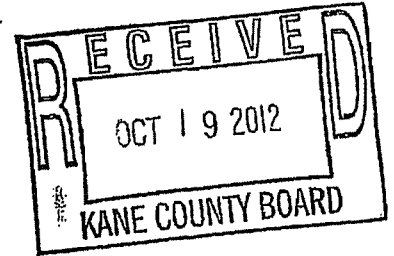


Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board



Name of Document: 30-012 Fiscal Impact Study Agreement

Submitted by: Jim Hansen, Purchasing

Date Submitted: 10/16/12

Examined by: Joseph Lulves
(Print name)

Jim Hansen
(Signature)

10-19-12
(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments:
Please have the Chairman review and sign the attached agreement. Thanks.

Missing resolutions! Attaching 12-207 + 12-272?

Chairman signed: Yes No _____
(Date)

Document returned to: _____

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 207

**APPROVING A CONTRACT FOR A FISCAL IMPACT STUDY FOR THE
FABYAN/SETTLER'S HILL MASTER PLAN**

WHEREAS, the County of Kane, along with the Kane County Forest Preserve District, have a significant real estate holding generally bounded by Fabyan Parkway to the south, Kirk Road to the east, the Union Pacific Railroad to the north, and Route 25 to the west ("the Fabyan/Settler's Hill Complex"); and

WHEREAS, two significant changes to the Fabyan/Settler's Hill Complex have occurred, (i) the closing of Settler's Hill landfill and (ii) the relocation of the jail and Sheriff's Department to the new Adult Justice Center and Sheriff's Department facilities. These significant changes have created the need for the preparation of a long-range Master Plan for the redevelopment of this complex; and

WHEREAS, the Fabyan Parkway Utilization Subcommittee ("the Subcommittee") has been established by the Kane County Board to develop a long-range Master Plan for the Fabyan/Settler's Hill Complex with the scope of work divided in to two phases. Phase one of said work has been the development of a Master Land Use Plan for the property. This work, approved by the County Board and directed by The Lannert Group, is substantially completed; and

WHEREAS, Phase two of the work consists of the hiring of a consultant to perform a fiscal impact study to analyze the fiscal feasibility of the various land use elements proposed in the Master Land Use Plan (cost to construct, potential revenue to be generated, and owning and operating costs); and

WHEREAS, an RFP to solicit proposals to identify the appropriate consultant to complete the fiscal impact study was drafted and released by the Purchasing Department. Four proposals were received and the Subcommittee unanimously recommends that the work to complete the fiscal impact study be awarded to Market and Feasibility Advisors, LLC of Chicago, Illinois at a total fee of \$39,000; and

WHEREAS, adequate funds have been budgeted and are available for this second phase of this Master Plan expense.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to enter into an agreement with Market and Feasibility Advisors, LLC of Chicago, Illinois to complete the fiscal impact study for the Fabyan Parkway Complex for a dollar amount not to exceed Thirty-Nine Thousand Dollars (\$39,000). Said expenses shall be charged to budget line 650.670.670.50150, Contracts/Consulting Services.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 272

**APPROVING A CONTRACT FOR A FISCAL IMPACT STUDY FOR THE
FABYAN/SETTLER'S HILL MASTER PLAN**

WHEREAS, the County of Kane, along with the Kane County Forest Preserve District, have a significant real estate holding generally bounded by Fabyan Parkway to the south, Kirk Road to the east, the Union Pacific Railroad to the north, and Route 25 to the west ("the Fabyan/Settler's Hill Complex"); and

WHEREAS, two significant changes to the Fabyan/Settler's Hill Complex have occurred, (i) the closing of Settler's Hill landfill and (ii) the relocation of the jail and Sheriff's Department to the new Adult Justice Center and Sheriff's Department facilities. These significant changes have created the need for the preparation of a long-range Master Plan for the redevelopment of this complex; and

WHEREAS, the Fabyan Parkway Utilization Subcommittee ("the Subcommittee") has been established by the Kane County Board to develop a long-range Master Plan for the Fabyan/Settler's Hill Complex with the scope of work divided into two phases. Phase one of said work has been the development of a Master Land Use Plan for the property. This work, approved by the County Board and directed by The Lannert Group, is substantially completed; and

WHEREAS, Phase two of the work consists of the hiring of a consultant to perform a fiscal impact study to analyze the fiscal feasibility of the various land use elements proposed in the Master Land Use Plan (cost to construct, potential revenue to be generated, and owning and operating costs); and

WHEREAS, an RFP to solicit proposals to identify the appropriate consultant to complete the fiscal impact study was drafted and released by the Purchasing Department. Four proposals were received and the Subcommittee unanimously recommends that the work to complete the fiscal impact study be awarded to Market and Feasibility Advisors, LLC of Chicago, IL at a total fee of Thirty Nine Thousand Dollars (\$39,000); and

WHEREAS, adequate funds have been budgeted and are available for this second phase of this Master Plan expense.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized enter into an agreement with Market and Feasibility Advisors, LLC of Chicago, IL to complete the fiscal impact study for the Fabyan Parkway Complex for a dollar amount not to exceed Thirty Nine Thousand Dollars (\$39,000). Said expenses shall be charged to budget line 650.670.670.50150, Contracts/Consulting Services.

Settler's Hill

CONTRACT FOR PROFESSIONAL SERVICES

Agreement for Fiscal Impact Study

This agreement is entered into this ____ day of September, 2012, and will be effective as of the date of final execution of this contract, between the COUNTY OF KANE with offices at 719 S. Batavia Avenue, Geneva, Illinois 60134 (the "*County*"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and MARKET AND FEASIBILITY ADVISORS, LLC 1 South Dearborn, Suite 2100, Chicago, Illinois 60603 (the "*Consultant*"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to perform a fiscal impact study for the Fabyan Master Plan which includes the Settler's Hill Landfill final use plan and the overall Fabyan Utilization Plan.

§ 2. Scope of services

The services to be provided by the Consultant (the "*Work*"), are set forth in Exhibit 1.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue, unless earlier terminated in accordance herewith, until the Work is completed.

§ 4. Relationship of parties

The Consultant will perform the Work for the County. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

- (a) The County will pay the Consultant an amount not to exceed \$39,000 for which the Consultant will fully complete the Work. The Work will be billed in three phases as outlined in Exhibit 1. The Consultant will submit to the County an itemized invoice reflecting the work completed within the stated timeframe and the time spent thereon. The invoice will also include a summary of all previous invoices up to, and including, the invoice for the current billing cycle. The County will pay each such invoice within 45 days of its receipt.
- (b) The attendance of the Consultant at meetings of the Kane County Board and its various committees and subcommittees at which the Consultant's attendance may be required by the Executive Committee of the Kane County Board (the "*Committee*").

§ 6. Terms and conditions

- (a) The Director of the Kane County Department of Facilities, Development and Environmental Resources (the "*Director*"), or her written designee, shall act as the County's representative (the "*Client*") with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
- (b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in §2. If any such change is not within the scope of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 45 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 7. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 8. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 9. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Chairman, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

§ 10. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- | | |
|----------------------------|---|
| (a) Workers Compensation | Shall be in accordance with the provisions of the laws of the State of Illinois |
| (b) General Liability | \$2,000,000 combined single limit (or equivalent); |
| (c) Automobile Liability | \$1,000,000 combined single limit (or equivalent); |
| (d) Excess Liability | \$2,000,000 each occurrence; and |
| (e) Professional Liability | \$2,000,000 per claim. |

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above, which names the County as an additional insured on all policies except Workmen's Compensation and Professional Liability, and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 11. Equal Employment Opportunity

Section 6.1 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein by this reference as though fully set forth.

§ 12. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§ 13. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* fax, or sent by first class mail, postage prepaid to the Kane County Board Department of Facilities, Subdivision and Environmental Resources, attention Tim Harbaugh, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134, (Fax No. 630-208-5137).

Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 14. Miscellaneous

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.
- (h) If any action is filed under or relating to this agreement, the non-prevailing party (as determined by the Court) shall pay, in addition to all other amounts which the non-prevailing party may be ordered to pay, the prevailing party's costs, expenses and reasonable attorney's fees.

The County of Kane

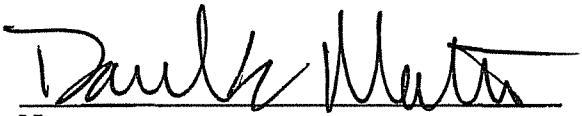


Karen McConnaughay
Chairman, Kane County Board

Date

October 25, 2012

Market Feasibility Advisors, LLC



Name:

Title:

Date

10/10/12