

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

BY AND BETWEEN

ANCEL GLINK DIAMOND BUSH DICIANNI & KRAFTHEFER, P.C.

AND

THE VILLAGE OF HOMER GLEN, ILLINOIS

This Agreement for Professional Consulting Services ("*Agreement*") is made on and entered into this 23rd day of March, 2017 ("*Effective Date*") by and between Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C. ("*Ancel Glink*"), an Illinois Corporation with offices at 140 South Dearborn Street, 6th Floor, Chicago, Illinois 60603, and the Village of Homer Glen ("*Village*") (collectively with Ancel Glink, "*Parties*"), an Illinois unit of local government with offices at 14240 West 151st Street, Homer Glen, Illinois 60491.

WITNESSETH:

WHEREAS, the Village desires to engage the services of Ancel Glink to furnish professional and technical assistance in connection with review, analysis, and update of the Village's land development regulations ("*Project*"), and Ancel Glink has agreed to furnish such professional and technical services to the Village;

NOW THEREFORE, the parties do mutually agree as follows:

A. Scope of Ancel Glink's Services

Ancel Glink agrees to commence work upon execution of this Agreement, and to fully perform those services designated for the Village in Exhibit A, attached hereto and incorporated into this Agreement ("*Services*").

B. Services to be provided by the Village

The Village designates Vijay Gadde, AICP, and such other officials as may be appropriate from time to time, to act as its representative with respect to the Services provided under this Agreement, and he will have authority to transmit instructions, receive information, interpret and define the Village's policies and provide decisions in a timely manner pertinent to the Services covered by this Agreement until Ancel Glink has been advised in writing by the Village that such authority has been revoked. In the event that reports, ordinances, records, plans, and maps are available and are useful to carry out the work on this Project, the Village will promptly furnish this material to Ancel Glink.

C. Changes to Agreement

This Agreement may only be modified in a mutually acceptable writing executed by Ancel Glink and the Village.

D. Ancel Glink's Compensation

Ancel Glink shall be compensated for the Services as follows:

Except as set forth below, compensation for the Services will not exceed Fifteen Thousand (\$15,000.00) dollars ("*Compensation Amount*"). Work beyond the tasks set forth in the Services is expressly excluded from the Compensation Amount. However, upon the Village's written request, Ancel Glink agrees to attend up to three (3) additional meetings (collectively, "*Additional Meetings*") beyond those meetings identified in the Services. The Village agrees to pay Ancel Glink seven hundred and fifty (\$750.00) dollars for each Additional Meeting it attends. In the unlikely event that unforeseen problems, extra meetings beyond the Additional Meetings, or other factors make it impossible to complete the Services for the Compensation Amount, Ancel Glink will promptly notify the Village. In this event, the Village and Ancel Glink will discuss the matter so that a mutually acceptable revision to the scope or compensation may be made. In no event will fees and expenses beyond the Compensation Amount be incurred by Ancel Glink without written authorization by the Village. Compensation for additional services will be subject to mutual agreement between the Village and Ancel Glink.

Ancel Glink charges \$.22 per page for copying costs. Courier services are billed at cost. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a detailed description of the work, and the amount of time spent completing the assignment.

E. Method of Payment

Ancel Glink will submit monthly invoices for costs incurred providing Services during the relevant monthly billing period. Payment will be made by the Village to Ancel Glink within thirty (30) days of the invoice's date.

F. Time of Performance

All products and services from Ancel Glink shall be delivered to the Village in a timely manner consistent with mutually established schedules and quality of professional practice. An estimated performance schedule is included in Exhibit A.

G. Excusable Delays

Ancel Glink shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Ancel Glink to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of Ancel Glink. Such causes may include, but are not restricted or limited to, acts of God or public enemies, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control, and without the fault or negligence of Ancel Glink.

H. Termination

The Village and Ancel Glink shall have the right to terminate the Agreement by written notice delivered to the other party at least fifteen (15) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by Ancel Glink under the Agreement shall at the option of the Village become its property upon payment of all invoices due Ancel Glink under the terms of this Agreement. Upon termination, the Village is responsible for paying all invoices for Services rendered by Ancel Glink through the termination's effective date.

I. Conflict of Interest

Ancel Glink certifies that to its best knowledge, no Village employee or agent has an interest in the business of Ancel Glink or the Agreement, and that no person associated with Ancel Glink has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Personnel

All of the services will be performed by Ancel Glink. Ancel Glink represents that it has all fully qualified personnel required to carry out and perform the Services. Such personnel shall not be employees of or have any relationship with the Village which would directly affect performance on this Project. David Silverman will serve as the primary contact for Ancel Glink. David Silverman shall be authorized to act as Ancel Glink's representative with respect to the Services to be performed under this Agreement, and shall have authority to receive information, interpret and define Ancel Glink's policies and provide decisions and complete work in a timely manner pertinent to the Services covered by this Agreement until the Village has been advised in writing that such authority has been revoked.

K. Non-Assignment

Ancel Glink shall not assign its rights or obligations to this Agreement without the Village's prior written approval.

L. Interpretation

This contract is construed in accordance with the Laws of the State of Illinois.

M. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. There are no third party rights or benefits under this Agreement.

N. Indemnification

The Parties shall at all times remain entirely responsible for the results and consequences of their sole negligence and agree to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs and expenses, including attorney's fees, which may arise or result from such sole negligence.

O. Notices

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address and fax number, or by return receipt e-mail:

Ancel Glink:
David Silverman, AICP
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
dsilverman@ancelglink.com
(312) 604-9117

Village of Homer Glen:
Vijay Gadde, AICP
Director of Planning & Zoning
Village of Homer Glen
14240 West 151st Street,
Homer Glen, Illinois 60491
vgadde@homerglenil.org
(708) 301-0632

Any such notices shall be either: (i) sent by postage prepaid U.S. Mail, sent by certified mail, and/or return receipt requested, in which case notice shall be deemed delivered three business days after deposit; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by facsimile transmission to the numbers noted above; (iv) sent by return receipt email; or (v) sent by personal delivery. The above addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

P. Waiver

If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

IN WITNESS WHEREOF, the Village of Homer Glen and Ancel Glink have executed this Agreement on the date and year first above written.

ANCEL GLINK:

VILLAGE OF HOMER GLEN:

By: 

By: 

Date: 4.18.17

Date: 3/23/17

EXHIBIT A
Scope of Services

- Initiation Meeting. Initiation meeting with you and other appropriate Village staff and officials to refine the work plan, as well as obtain an understanding on the specific issues with the Village's current regulations as we proceed through the review and analysis process and yours' and staff's specific code enhancements. At this meeting, we will confirm our list of all relevant planning documents, maps, and other graphics, and current zoning and subdivision codes and, if unavailable online, collect copies from you. We will also use this meeting to agree on a list of comparable communities to examine "best practices" that can be implemented in Homer Glen's new Subdivision and Land Development Ordinance. We expect that this can be handled in a single three hour meeting.
- Review of Codes, Regulations, Policy Documents, and Plans. We will review the collected plans, policies, maps, and codes and identify weaknesses, strengths, opportunities, and recommendations that relate to and promote the land use and development goals and objectives in the 2005 Comprehensive Land Use Plan and other planning documents, as well as analyze how best to incorporate the best practices from the comparable communities. We will prepare a key issues and recommendations memorandum and develop the outline of what will become the new Subdivision and Land Development Ordinance. We will engage you and appropriate Village staff to review the memorandum and outline to create a feedback loop to ensure that we prepare a draft Subdivision and Land Development Ordinance that requires minimum revisions, and better enable Ancel Glink to adhere to the Village's 60 to 90 day timetable for this project. We expect that this part of our work plan will take up to six weeks.
- Production of Draft Subdivision and Land Development Ordinance. Once we have reached an agreement on the key issues and recommendations and outline for the Subdivision and Land Development Ordinance, we begin drafting the Subdivision and Land Development Ordinance. This process will also involve, we expect, an appreciable level of communication between our team and you and other Village officials, as well as appropriate staff. We will deliver a complete draft and schedule a meeting with you and staff to talk through and refine the draft, as necessary, and prepare final legislative documents. We expect that this part of our work will take up to four weeks.
- Public Hearing and Adoption by Village Board. As a local government law firm, we are very experienced in handling all aspects of the public hearing and legislative review process. It is what we do, and we do it better than anyone in Illinois. We fully expect and will certainly be available at your direction to discuss at length our recommendations through the entire public hearing and Board review process. This process will be as determined based on the number of public hearings and meetings necessary to obtain both a positive recommendation and ultimate approval and adoption. This is a variable part of the project and it is hard to gauge how long the public process may take, but we would advise that as part of our feedback loop with you and staff, we also prepare briefing memoranda for plan commissioners and as you deem appropriate, elected officials. Our goal will be to adhere as closely as possible to the Village's timeline in the RFP.

This work plan proposal is subject to some level of variability as we proceed, but we will endeavor to hold as closely as possible to the estimated timelines which, as much as anything, will be affected by the number of meetings we participate in.