



AGENDA ITEM # 9C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
June 10, 2019**

Item Title: S.B. Friedman & Company– Professional Services

Staff Contact: Patrick N. Watkins, Community Development Director

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to execute a contract between the Village of Roselle and S.B. Friedman & Company for the Evaluation, Strategy, and Preliminary Feasibility concerning a potential public-private partnership for redevelopment in the East Irving Park Road Corridor for an amount not to exceed \$9,900.

Executive Summary:

Staff recommends retaining the professional services of S.B. Friedman & Company to assist in the strategic feasibility of a project that could occur in the proposed East Irving Park Road Corridor TIF District. The initial services will include meetings with staff, the developer, and the developer’s consultant to provide strategic feasibility advice. This scope of work could include meetings and conference calls, consideration of TIF eligible costs, phasing and timing considerations, deal structuring, and long-term ownership and operations of land and/or facilities. Billing for these professional services will only occur for actual time spent working on this proposal. Future phases (if the project proceeds) will include an amendment to this agreement for the full review of a pro forma and other necessary professional services.

Implications:

Is this item budgeted? The budget will be amended to pay these consulting fees. When the E. Irving Park Tax Increment Financing District is established, it will be an eligible cost.

Any other implications to be considered? None

Attachments:

Resolution Authorizing Execution of Contract

RESOLUTION 2019-

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE VILLAGE OF ROSELLE AND S.B. FRIEDMAN & COMPANY FOR THE EVALUATION, STRATEGY, AND PRELIMINARY FEASIBILITY CONCERNING A POTENTIAL PUBLIC-PRIVATE PARTNERSHIP FOR REDEVELOPMENT

WHEREAS, the Village of Roselle is an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (hereinafter "Village"); and,

WHEREAS, S.B. Friedman & Company is a professional services company with offices located at 221 N LaSalle Street, Suite 820, in Chicago, Illinois; and,

WHEREAS, S.B. Friedman & Company meets the criteria concerning experience in studying, determining eligibility of tax incremental costs, deal structuring, and providing guidance concerning the structuring of public-private partnerships and has responded with a proposal in the amount of up to \$9,900 for the services described in Exhibit A ; and,

WHEREAS, the Village has a working relationship with S.B. Friedman & Company on past projects involving the same professional knowledge and skills and were given the contract on the E. Irving Park Tax Increment Financing Eligibility Study and Redevelopment Plan; and,

WHEREAS, the Mayor and Board of Trustees of the Village deem it in the best interests of the Village to enter into an Agreement with S.B. Friedman & Company for the tasks related to performing the services described in Exhibit A which is attached hereto and incorporated herein as fully set forth, and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that:

1. The foregoing recitals are incorporated herein as substantive provisions of this resolution
2. The Mayor is hereby authorized to execute that certain "Contract for Professional Services" ("Contract") between the Village of Roselle and S.B. Friedman & Company which is attached hereto and incorporated herein as fully set forth as "Exhibit 1."
3. Staff is authorized and directed to work with SB Freidman & Company to maximize the public benefits of the tasks to be performed under the Contract.

ADOPTED THIS 10th day of June, 2019.

AYES:

NAYS:

ABSENT:

VILLAGE OF ROSELLE:

ATTEST:

Patricia E. Burns
Clerk, Village of Roselle, Illinois

Andrew J. Maglio
Mayor, Village of Roselle, Illinois

**CONTRACT BETWEEN THE VILLAGE OF ROSELLE AND SB FRIEDMAN FOR
PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered into by and between the Village of Roselle, an Illinois Municipal Corporation (hereinafter the "Village"), and S.B. Friedman, an Illinois corporation (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the Village of Roselle is an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (hereinafter "Village"); and,

WHEREAS, S.B. Friedman & Company is a professional services company with offices located at 221 N LaSalle Street, Suite 820, in Chicago, Illinois; and,

WHEREAS, S.B. Friedman & Company ("Consultant") meets the professional criteria concerning experience in studying, determining eligibility of tax incremental costs, deal structuring, and providing guidance concerning the structuring of public-private partnerships and has responded with a proposal in the amount of up to \$9,900; and,

WHEREAS, the Mayor and Board of Trustees of the Village deem it in the best interests of the Village to enter into an Agreement with S.B. Friedman & Company to perform the services described in "Exhibit A" which is attached hereto and incorporated herein as fully set forth as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as substantive provisions.

2. Scope of Services. Consultant shall perform the services described in its proposal dated May 24, 2019, which is attached hereto and incorporated herein as if fully set forth as Exhibit A, hereinafter the "Work." If any portion of this Agreement is inconsistent with Exhibit A, this Agreement shall control but only to the extent of such inconsistency.
3. Standard of Care. Consultant represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed.
4. Compensation. The total amount to be paid to the Consultant for the Work shall not exceed the sum of \$9,900.00 based on the hourly rates set forth in Exhibit A. All payment requests shall itemize in detail the services performed. The Village shall pay the Consultant in accordance with its routine payment schedule.
5. Additional Services. Consultant shall perform only those services specified herein. In the event Consultant or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.
6. Hold Harmless and Indemnification. Consultant (also the "Indemnitor") shall indemnify and hold the other Village (the "Indemnitee") and the Indemnitee's directors, officers, employees, and agents harmless from and against any and all costs, losses, liabilities, claims, demands, damages, fines, penalties,

and expenses, including but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises [or may be alleged to have arisen] from any of the following:

- a) The Indemnitor's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions, of this Agreement pertaining to the Indemnitor's services, including the costs of defense of any claims that such services were inadequate or failed to conform to the terms of the Prime Contract;
- b) The negligence or willful misconduct of the Indemnitor, its employees, agents, representatives, and subcontractors; or
- c) Indemnitor's unauthorized involvement beyond those services contemplated hereunder.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the Village the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault.

Nothing in this hold harmless and indemnification section shall be interpreted to waive, release or otherwise compromise in any manner any common law or statutory privilege or immunity of the Village. All such immunities and privileges being specifically reserved in full. There are no third party beneficiaries of this Agreement.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. This insurance coverage shall include, but not necessarily be limited to, the following:

- a) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.
- b) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall provide "occurrence" based coverage and shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

- c) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.
- d) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (b) and (c) above and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.
- e) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years

after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverage stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village.
9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the Work.
10. Control of Services. Consultant is an independent contractor in the performance of the work. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.
11. Termination of Contract. If Consultant fails to perform according to the terms set forth herein, the Village may terminate this Contract upon seven days' written notice to Consultant. In the event of a termination, the Village shall pay Consultant for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or

indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (a) served personally during regular business hours; (b) served by facsimile during regular business hours; or (c) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this Contract with postage prepaid and deposited in the United States mail. Notice served personally or by facsimile transmission shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. The Village may terminate this agreement in writing with cause at any time, or without cause upon 14 days written notice. In the event of non-cause termination, the Village will pay the Consultant all sums due up to the date of the non-cause termination.

12. Recovery of Costs. In the event the Village required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.
13. Ownership of Deliverables & Release of Information. All reports, and studies, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior written

consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.
15. Law and Jurisdiction. This Contract shall be governed by the laws of the State of Illinois. Exclusive jurisdiction and venue for any and all disputes, disagreements, actions, causes of action or claims related to this Contract or the Work shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have entered into this Contract as of the

_____ day of _____, 20_____.

VILLAGE OF ROSELLE
31 S. PROSPECT
ROSELLE, IL 60172

S.B. FRIEDMAN & COMPANY
221 N. LASALLE STREET
CHICAGO, IL 60601

BY: _____

Mayor

BY: _____

President

Attest: _____

Clerk

Attest: _____

Secretary

May 24, 2019

Mr. Patrick Watkins
Community Development Director
Village of Roselle
31 S. Prospect St.
Roselle, IL 60172

Re: Hourly Strategy/Preliminary Feasibility Work

Dear Pat:

It is our understanding that the Village of Roselle (the “Village”) has been in preliminary conversations with a developer regarding a potential project in the proposed East Irving Park Road TIF District. The Village is seeking assistance in the near term with strategic feasibility advice regarding this potential public-private partnership. The exact scope of this initial phase of strategy work is difficult to define but will could involve:

- Meetings and conference calls,
- Initial considerations of TIF eligible costs,
- Phasing and timing considerations,
- Deal structuring,
- Long term ownership and operations of land and facilities, and
- Partnership potential with other public agencies.

We will bill hourly for this work and will not exceed your initial authorization without your prior approval.

Our hourly rates for this advisory work are as follows:

Senior Vice President	\$280
Associate Project Manager	\$210
Associate	\$170

To authorize up to \$9,900 of fees to perform this work, please sign below and return a copy to us. We will bill only for actual time spent working on the project.

We anticipate providing scope/time budget and fee estimates for future phases of work on this matter. For example, we will provide a scope and budget estimate prior to the Village engaging us to help evaluate a Developer’s request for Village financial assistance or other more specific technical issues.

Sincerely,
SB Friedman Development Advisors



Geoffrey Dickinson, AICP
Senior Vice President

Accepted: _____
Signature Date

Printed Name Title