Agreement between Owner and Consultant

AGREEMENT made as of the Twenty-sixth day of August in the year Two Thousand Thirteen between

The Owner: Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137
Attn: Mr. Dave Harris, Executive Director

And the Consultant: PHN Architects
2280 White Oak Circle, Suite 100-B
Aurora, IL 60502

Project: Facility Center Study
Main Street Recreation Center & Spring Avenue Recreation Center

Project No.: 13034

The Owner and Consultant agree as set forth below.

I. PLANNING GOALS AND OBJECTIVES

A. Currently, the Glen Ellyn Park District operates the Main Street Recreation Center and the Spring Avenue Recreation Center. Consultant’s services will involve evaluating the feasibility of combining the two recreation facilities while continuing to satisfy the recreational programming needs and demands of the community.

II. WORK PLAN

A. Kickoff Meeting: The Consultant will conduct a kickoff meeting with key representatives from the Park District to review planning goals, objectives and expectations. Parameters will be established for the project including:
   1. Overall schedule
   2. Meeting/workshop dates
   3. Data gathering
   4. Facility evaluation
   5. Life cycle/comparison period
   6. Community engagement process
   7. Interim reporting
   8. The final report
   9. Relevance of available data such as resent recent Community Survey results.

B. Data Review (RFP item 4.B.a): Analysis of data related to current operations and projected future including (a data request sheet will be provided by the Consulting Team):
   1. Review of registration numbers and trends over the last three years.
2. Program capacity rates (ratio of actual number of registrants compared to desired maximum number of registrants).
3. Wait list information, program space occupancy rates, program success rates and other measures of performance.
4. Financial performance of programs and desired cost recovery.
5. Projection of trend data to determine future programs.
6. The Team will also review the District's Website, use of social media, and marketing methods.

C. Demographics and Trend Report (RFP item 4.B.b): The consulting team will utilize local Glen Ellyn data and supplement this information with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) specializing in population projections and market trends. For comparison purposes, data will also obtained from the U.S. Census Bureau. This analysis will assist in formulating future decisions and will include household income, ethnicity, gender, age, and other demographic information. Also included will be a trends analysis outlining local, regional and national recreation trends. Deliverable: Demographics and Trend Report.

D. Trends and Recreation Use Patterns (RFP item 4.B.c): Using information from the Demographic and Trends Report, the following tasks will be completed:
1. Trends and recreation use patterns will be identified, specific to the Glen Ellyn community.
2. Current trends and programming success of other Park Districts will be identified.
3. A review of registration numbers and facility capacity of current programs will provide the basis of information that will be a key ingredient to decision making.
4. Market analysis; data related to customers will be reviewed such as:
   a) Non-resident percentages
   b) Demographic information
   c) Customer proximity to the facilities (according to the 2012 Community Survey, location of facility was the most important attribute for program participation).
   d) Similar providers/competitors to program offerings will also be identified as the decision to close a facility may result in losing customers to other agency offerings.

E. Annual Operating Expenses (RFP item 4.B.d): Budgeted and actual numbers will be reviewed for the last three to five years to assess financial performance. This will include all direct costs of the facilities' operations and an assessment of any indirect operation costs.

F. Maintenance and Capital Costs (RFP item 4.B.e): Based on historic data and evaluation of the existing facilities, short and long term maintenance and capital expenses will be projected.

G. Facility Inventory and Analysis (RFP item 4.C.a): As part of the facility assessment, the Architect shall interview the facility manager and tour each facility to be assessed.

H. Program Inventory and Analysis (RFP item 4.D.a): An inventory of programs will be developed along with a review of all programs in the District.
1. Program registrations during the last three years will be analyzed including occupancy rates of each individual program space. This task will include a workshop with staff involved in
operations and programming of the building, as staff input into the development of decisions is of critical importance.

2. Discussion will include staffing and structure, current partnership arrangements, core program assessment, lifecycle analysis, competitive environment, customer impacts on possible closings, and general processes.

3. Deliverable: Program Inventory and Analysis.

I. Alternative Strategies Visioning: The development of various alternatives will be a collaborative process with Park District officials. This will be presented in a workshop format. A decision analysis matrix will be developed, listing the criteria for decision making consideration including customer impact, staffing ability, financial performance, and overall program impact. The costs and benefits of alternatives will be discussed. This will result in identifying the most optimal solution.

J. Development of the Facility Study Strategic Plan: All the elements of the tasks outlined above will result in the development of a written strategic plan. The Plan will review the information generated and outline the sequence of the methodology used. The Plan will include a financial plan, implementation schedule with associated development costs, and performance measures. The draft plan will be submitted to staff for review. The Plan will then be presented to the Park Board. Subsequently, a final report will be developed.

K. Public Participation Option: Scope of service to be determined.

III. COMPENSATION

A. Compensation is proposed that the Park District will pay PHN for work that PHN has completed within 30 days of receiving an itemized invoice from PHN as a lump sum fee of totaling TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS ($25,500.00) plus the actual cost of incidental expenses for printing, deliveries, postage and mileage (at the federal mileage reimbursement rate in effect at the time). Furthermore the Park District will not pay the final 10% until the Park Board accepts the final report. The proposed fee includes time associated with all project meetings, and Park Board presentations, and all other work included in the Work Plan. The following is an approximate breakdown of the proposed lump sum fees:

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<thead>
<tr>
<th>ACTIVITY</th>
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<tr>
<td>A. B. KICK-OFF MEETING &amp; DATA REVIEW</td>
<td>$2,000</td>
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<tr>
<td>C. DEMOGRAPHICS &amp; TREND REPORT</td>
<td>$2,200</td>
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<tr>
<td>D. TRENDS &amp; RECREATION USE PATTERNS</td>
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<td>E. ANNUAL OPERATING EXPENSES</td>
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<td>F. MAINTENANCE &amp; CAPITAL COSTS</td>
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<tr>
<td>G. FACILITY INVENTORY &amp; ANALYSIS</td>
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<td>H. PROGRAM INVENTORY &amp; ANALYSIS</td>
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<tr>
<td>I. ALTERNATIVE STRATEGIES VISIONING</td>
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<td>J. STRATEGIC PLAN</td>
<td>$3,200</td>
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<tr>
<td>K. PUBLIC PARTICIPATION OPTION</td>
<td>HOURLY</td>
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B. Services for the Public Participation Option shall be provided on an hourly basis. The following rates apply and are subject to annual adjustment on June 1st, however, said rates shall not increase more than five (5%) percent without the parties' written consent.

<table>
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<tr>
<th>Name</th>
<th>Rate</th>
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<tr>
<td>Barbara Heller / H+H</td>
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<td>Nick Troy / H+H</td>
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<td>Doug Holzrichter / PHN</td>
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IV. CONSULTANT'S TEAM

A. Heller and Heller Consulting, Inc. shall be engaged by PHN Architects throughout the project. Barbara Heller shall be the lead point person for the project.

V. EXHIBITS

A. Refer to Exhibit-A, Terms & Conditions which are made part of this agreement.
B. Refer to Exhibit-B for Project Schedule.

This agreement entered into as of the date and year first written above.

Glen Ellyn Park District:  PHN Architects:

Signature     Date    Signature     Date

Douglas J. Holzrichter, President

Print Name & Title
Exhibit-A, Terms and Conditions

Date: 26 August 2013

Owner: Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137
Attn: Mr. Dave Harris, Executive Director

Architect: PHN Architects
2280 White Oak Circle, Suite 100-B
Aurora, IL 60502

Project: Facility Center Study
Main Street Recreation Center & Spring Avenue Recreation Center

Project No.: 13034

The Owner and the Architect agree to the Terms and Conditions as set forth below.

ARTICLE 1 ARCHITECT’S BASIC SERVICES

1.1 Architect’s Basic Services shall be based upon the Project Scope as outlined in the attached agreement.

1.2 The Architect’s services consists of those services performed by the Architect, Architect’s employees and Architect’s consultants as enumerated in this Agreement.

1.3 The Architect’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall, as closely as is reasonably possible, abide by the schedule attached hereto as Exhibit B.

1.4 Evaluations of the Owner’s Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect’s best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor’s methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s Project Budget.

1.5 If additional services are required, services which are not part of the Architect's Basic Services, the Architect shall proceed with said Additional Services only upon written authorization by Owner.

ARTICLE 2 OWNER’S RESPONSIBILITIES

2.1 The Owner shall designate a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner or such authorized representative shall render decisions and approvals in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services. Nothing in this Section shall abrogate or limit the authority of the Glen Ellyn Park Board with respect to the Project. The Architect acknowledges and understands that the Glen Ellyn Park Board has the final authority over the
ARTICLE 3 ARCHITECT'S COMPENSATION

3.1 If Project Scope and Budget are revised during Architect's Basic Services, each shall be subject to adjustment(s), and Architect's Compensation shall also be adjusted accordingly. However, such adjustments shall only be made upon written approval of Owner and Architect in the form of an Amendment to this Agreement.

3.2 Architect's Compensation for Additional Service shall be billed on an hourly basis unless agreed upon otherwise.

3.3 Invoices shall be sent on a monthly basis with payment due 30 days from invoice date. Owner shall only be responsible for paying invoices submitted by the Architect. Architect shall be solely responsible for compiling and submitting invoices for all Project work completed by the Architect, its employees and consultants, including without limitation, Heller and Heller Consulting, Inc.

ARTICLE 4 OTHER TERMS, CONDITIONS OR SERVICES

4.1 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

4.2 If Architect's Basic Services for the Project are not completed within twelve (12) months of the date of this Agreement, terms of Agreement shall be subject to change upon written approval of Owner and Architect as an Amendment to this Agreement.

4.3 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

4.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause of termination.

4.5 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement.

4.6 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect, in execution or performance of this Agreement, shall be made against the Architect and not against such director, officer or employee. Architect acknowledges that the Owner is a unit of local government organized under Illinois law and agrees that any claim made by the Owner arising out of any act or omission of any elected or appointed official, officer, employee, consultant or agent, in execution or performance of this Agreement, shall be made against the Owner and not against such elected or appointed official, officer, employee, consultant or agent.

4.7 Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees, for all claims arising out of, in connection with or resulting from, the performance of services under this Agreement to the proceeds of Architect's professional liability insurance, which the Architect agrees to maintain in the aggregate amount of $2,000,000.00 during the performance of service hereunder and for a period ending upon issuance of the Certificate of Substantial Completion.
4.8 Architect and each of its consultants shall maintain, at no expense to Owner, general liability and workers compensation coverages placed with companies rated with at least "A-" by Best's. General liability policy shall name Owner and its officers and employees as additional insureds. Architect and each of its consultants shall be required to submit a certificate of insurance, and insurance carriers and Architect shall submit written notice to Owner not less than Thirty (30) days prior to any cancellation of or change in coverage. Architect shall submit written notice to Owner not less than Thirty (30) days to any reduction of coverage by endorsement. By endorsement, Architect's certificate on insurance shall evidence the coverages required herein.

4.9 Architect makes no warranties, express or implied. Nothing contained in the Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. This limitation shall also apply to any certification or representation made by Architect as an accommodation upon request of Owner.

4.10 In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, the time for completion of the Architect's work shall be extended by the period of resulting delay.

4.11 Architect agrees to maintain, without charge, all records and documents concerning or relating to the Project in accordance with the Freedom of Information Act ("FOIA") 5 ILCS 140/1 et seq. Upon Owner's request, Architect shall produce all records requested by Owner within the timeframe requested by Owner, and if additional time is needed to compile the requested records, Architect shall promptly notify Owner. In the event that either party is found to have not complied with the Freedom of Information Act due to the other party's failure to produce documents or otherwise appropriately respond to a request under the Act, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

4.12 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The venue for all disputes arising out of, under, or related to this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.13 A party's failure to act with respect to a breach by the other party does not waive its right to respect to subsequent or similar breaches. The failure of a party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

END
## PART ONE - ANALYZE

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CONTENTS OF STRATEGIC PLAN FINAL REPORT
FACILITY CENTER STUDY – GLEN ELLYN PARK DISTRICT

Prepared by PHN Architects | Heller and Heller Consulting

EXECUTIVE SUMMARY

1. Introduction and purpose of the study
2. Brief history of the facilities being studied
3. Description of strategic planning methodology and report data (see below)
4. Description of methods for data gathering including past studies and surveys, staff and Board workshops, and the public engagement process.
5. Conclusions/Recommendations including financial plan and implementation schedule.

DEMOGRAPHICS & TREND REPORT
A demographics and trend report will be prepared using data from the Glen Ellyn Park District and supplemented with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI). For comparison purposes, data will also obtained from the U.S. Census Bureau. This analysis will assist in formulating future decisions and will include household income, ethnicity, gender, age, and other demographic information. Also included will be a trends analysis outlining local, regional and national recreation trends.

TRENDS & RECREATION USE ASSESSMENT & REPORT
Using information from the Demographic & Trends Report, trends and recreation use patterns will be identified and documented. A review of registration numbers and facility capacity of current programs will also provide the basis of information that will be important to decision making.

This task will also include a market analysis. Data related to customers will be reviewed, such as non-resident percentages, demographic information, and customer proximity to the facilities. Similar providers/competitors to program offerings will also be identified as the decision to close a facility may result in losing customers to other agency offerings.

EVALUATION & REPORT OF ANNUAL OPERATING EXPENSES
Budgeted and actual numbers will be reviewed for the last three to five years to assess financial performance. This will include all direct costs of the facilities’ operations and an assessment of any indirect costs of facility operations.
REPORT ON MAINTENANCE & CAPITAL COSTS
Based on historic data and evaluation of the existing facilities, short and long term maintenance and capital expenses will be projected.

FACILITY INVENTORY & ANALYSIS & REPORT
Key staff members will be interviewed and each facility will be toured and physically assessed (assessment will not include in-depth testing or evaluation of building systems). Report will provide an overview of the following for each facility:
1. Functional issues
2. Aesthetic condition
3. Condition of interior
4. Condition of building envelope
5. Environment and life safety issues / concerns
6. Documented issues related to mechanical and electrical systems
7. Site assessment

PROGRAM INVENTORY & ANALYSIS REPORT
An inventory of programs will be prepared along with a review of all programs in the District. Program registrations during the last three years will be analyzed, including occupancy rates of each individual program space. This task will include a workshop with staff involved in operations and programming of the building, as staff input into the development of decisions is of critical importance. Discussion will include staffing and structure, current partnership arrangements, core program assessment, lifecycle analysis, competitive environment, customer impacts on possible closings, and general processes.

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The development of various alternatives will be a collaborative process with Park District representatives. This will be presented in a workshop format. A decision analysis matrix will be developed, listing the criteria for decision making consideration including customer impact, staffing ability, financial performance, and overall program impact. The costs and benefits of alternatives will be discussed. This will result in identifying the most optimal solution and will become part of the final recommendations.