

CONSULTANT'S AGREEMENT


AGREEMENT made this 5th day of November, 2012, by and between the City of Rochelle, located at 420 N. 6th Street, Rochelle, Illinois (hereinafter referred to as the "EMPLOYER") and Ellen Burgeson Inc., located at P.O. Box 4394, Rockford, Illinois (hereinafter referred to as the "CONSULTANT").

1. Engagement. The "EMPLOYER" agrees to engage the "CONSULTANT" and the "CONSULTANT" agrees to prepare for the "EMPLOYER" an application to obtain funding from the Illinois Department of Commerce and Economic Opportunities' CDAP Economic Development grant program for funding for public infrastructure in support of economic development.
2. Term. The term of the agreement shall commence on November 5, 2012 and shall terminate on January 31, 2013.
3. Services. The "CONSULTANT" shall provide the "EMPLOYER" with the following services:
 - meetings with local officials and interested parties to gather and review project information
 - gathering supporting documentation concerning description of project, project location, project cost, project need and benefits, etc.
 - writing narrative portions of the application
 - completing all tables, charts, forms and compiling the application and all attachments
 - completing an environmental review of the activities included in the application (excluding an archeological survey, if one should be required)

It shall be the responsibility of the "EMPLOYER" to provide all engineering information, reports, and maps and graphic representations requested by "CONSULTANT" for preparation of the application within the timeframes specified. If an archeological survey is required, it shall be the responsibility of the "EMPLOYER" to hire a consultant to perform the survey and submit its results to the Illinois Historic Preservation Agency.

4. Compensation. As compensation for the services set forth in the Agreement to be rendered by the "CONSULTANT", the "EMPLOYER" shall pay the "CONSULTANT" seventy five dollars (\$75.00) per hour, not to exceed the total of \$8,500 to be billed to the "EMPLOYER" by the "CONSULTANT" on a monthly basis. Services requested by the "EMPLOYER" and rendered in excess of this contractual agreement will be billed to the "EMPLOYER" by the "CONSULTANT" at a fee of seventy five dollars (\$75.00) per hour. Should the scope of work change due to a request by the "EMPLOYER" or due to circumstances beyond the control of the "CONSULTANT", the "CONSULTANT" reserves the right to adjust fees and expenses accordingly. If the scope of work changes, the "CONSULTANT" shall give written notice of a change in fees to the "EMPLOYER".

5. Expenses. The "CONSULTANT" shall also be entitled to reimbursement for all reasonable expenses necessarily incurred in performance of her duties upon presentation of a voucher indicating the amount and business purpose. The "CONSULTANT'S" reimbursement shall include, but not be limited to: postage and shipping costs, telephone charges, and mileage.
6. Indemnity. The "EMPLOYER" shall hold the "CONSULTANT" harmless from any acts or decisions made by the "EMPLOYER" with regard to preparation of the request for CDAP Economic Development funds and completion of an environmental review.
7. This agreement may not be amended orally, but only by a written document signed by the parties hereto.



Ellen Burgeson
Ellen Burgeson Inc.

"EMPLOYER"
City of Rochelle

_____ date