

CONSULTANT'S AGREEMENT

AGREEMENT made this ___ th day of March, 2013, by and between the City of Rochelle, located at 420 N. 6th Street, Rochelle, Illinois (hereinafter referred to as the "EMPLOYER") and Ellen Burgeson, 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 provide to the "EMPLOYER" services necessary to administer CDAP Economic Development grant no. 12-241002, for Project Golden Prairie, awarded to the City of Rochelle by the Illinois Department of Commerce and Economic Opportunity.
2. Term. The term of the agreement shall commence on March 7, 2013 and shall terminate on March 31, 2015.
3. Services. The "CONSULTANT" shall provide the "EMPLOYER" with the following services:
 - Provide local officials and citizens with information about the project
 - Prepare program budgets and schedules and amendments thereto
 - Provide systems for assuring compliance with program requirements
 - Clear special conditions attendant to the grant award
 - Review competitive selection process for procurement of professional services and obtain documents verifying compliance with applicable rules and regulations. If applicable, review bid documents and contract documents to ensure inclusion of required information for compliance with federal labor standards and equal opportunity requirements (NOTE - it is the "EMPLOYER's" responsibility to provide a copy of any bid documents and contract documents for the dedicated feeder line to the "CONSULTANT" for her review at least two weeks prior to the date of the first bid advertisement or equivalent event)
 - If applicable, monitor bidding process to ensure that the wage rate determinations used in the bid documents are applicable
 - If applicable, monitor contract award to ensure that recommended low bidder is in compliance with HUD's eligibility standards
 - If applicable, monitor contractor's weekly payrolls and compliance reports for compliance with labor standards requirements
 - If applicable, conduct and monitor employee interviews for compliance with labor standards requirements
 - If applicable, resolve discrepancies between payrolls, employee interviews, and wage rate determination
 - Monitor required reports for compliance with federal equal opportunity requirements
 - Prepare vouchers and expenditure summary reports for drawdown of grant funds
 - Establish and maintain comprehensive filing system
 - Monitor the expenditure of grant funds for compliance with the uses stated in the grant application
 - Monitor the expenditure of leveraging funds for compliance with the uses stated in the grant application
 - Prepare close-out documents and conduct close-out public hearing upon expenditure of all funds and completion of construction activities in accordance with Department of

Commerce and Economic Opportunity requirements

“CONSULTANT” is not responsible for submittal of audit(s) to DCEO. “CONSULTANT” will deliver project records to “EMPLOYER” upon completion of grant activities and “EMPLOYER” will be solely responsible for retaining records after grant activities are completed. “CONSULTANT’s” responsibilities under this agreement end with close out of grant.

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 \$21,000.00 to be billed to the "EMPLOYER" by the "CONSULTANT" on a monthly basis. Services 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 administration of this CDAP Economic Development grant.
7. This agreement may be terminated by either party upon 15 days written notice sent by certified mail, return receipt requested. If such notice is given, all fees due to the “CONSULTANT” for work performed up to the date of the her receipt of the termination notice shall immediately become due and payable and upon payment of those fees, the “CONSULTANT” shall deliver all project records to the “EMPLOYER”.
8. This agreement may not be amended orally, but only by a written document signed by the parties hereto.

Ellen Burgeson, President
Ellen Burgeson, Inc.

“EMPLOYER”
City of Rochelle

March , 2013 _____ date