

**AGREEMENT BETWEEN  
ROCHELLE, ILLINOIS  
AND  
TESKA ASSOCIATES, INC.**

This AGREEMENT is made on and entered into this \_\_ day of \_\_\_\_\_, 2012 by and between the City of Rochelle with offices at 420 N 6th Street, Rochelle, IL, hereinafter referred to as the "CLIENT", and Teska Associates Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with the establishment of three Tax Increment Financing Plans and Programs for the **Southern Gateway (Rt. 251) TIF District, Northern Gateway (Rt. 251/Rt. 38) TIF District, and Downtown TIF District** as described in Attachment A, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT.

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to fully perform those services in Attachment A, Scope of Services, a copy of which is attached hereto and incorporated in this AGREEMENT.

Services to be performed under this Agreement will be in accordance with the Illinois Real Property Tax Increment Allocation Redevelopment Act as it exists on the starting date of this Agreement. Subsequent amendments to the Act may result in a revised scope of services and compensation.

B. Services to be Provided by the Client

The CLIENT designates **Chris Limas**, Community Development Director, to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked.

In the event that any reports, records and maps are existing and available and are useful to carry out the work on this PROGRAM, the CLIENT shall promptly furnish this material to the CONSULTANT.

C. Changes

The CLIENT may, from time to time, require or request changes in the scope or schedule of CONSULTANT services to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed on by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT.

D. Consultant's Compensation

The CONSULTANT shall be compensated for all services outlined in Phase 1 of the attached Scope of Services on the basis of a fixed fee of Forty Thousand Dollars (**\$40,000**). The services outlined in Phase 2 and 3 of the attached Scope of Services are optional, pending authorization by the CLIENT, and shall be rendered for a fixed fee of Fifty-Seven Thousand Five Hundred Dollars (**\$57,500**). In addition to these professional fees, the CONSULTANT shall be reimbursed for all direct costs such as reproduction, photography, travel and car rental, express delivery, etc. Compensation for optional or additional services will be subject to mutual agreement between the CLIENT and the CONSULTANT.

E. Method of Payment

The method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROGRAM during the relevant monthly billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. Invoices are due and payable no later than thirty (30) days from receipt of the invoice by the CLIENT. A charge of one percent (1%) per month will be added to invoices due but not paid within thirty (30) days from the date of the invoice.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this Agreement until it has been paid in full all amounts due.

F. Time of Performance

All products and services from the CONSULTANT shall be delivered to the CLIENT in a timely manner consistent with mutually established schedules and quality of professional practice. This AGREEMENT shall be valid for a period of twelve (12) months. If this AGREEMENT is not signed by both the Client and Consultant by December 31, 2012, it shall become null and void.

G. Excusable Delays

The CONSULTANT 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 CONSULTANT 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 the CONSULTANT. Such causes may include, but are not limited to, acts of God, or of the public enemy, 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 the CONSULTANT.

H. Termination

The CLIENT and the CONSULTANT 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 the CONSULTANT under the AGREEMENT shall at the option of the CLIENT become their property upon payment of all invoices due the CONSULTANT under the terms of this AGREEMENT.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the business of the CONSULTANT or the AGREEMENT, and that no person associated with the CONSULTANT 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 the CONSULTANT. The CONSULTANT represents that he has, or will secure at his own expense, all fully qualified personnel required to carry out and perform the scope of services of the AGREEMENT. Such personnel shall not be employees of or have any relationship with the members of the CLIENT which would directly affect performance on this PROGRAM.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S errors or negligence.

The CONSULTANT's maximum liability, as a result of the CONSULTANT's errors or negligence, shall be limited to the limits of insurance coverage, including any legal fees or deductibles.

The CONSULTANT shall hold the CLIENT harmless, protect and defend the CLIENT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the AGREEMENT that are the result of the CONSULTANT's errors or negligence.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES INC.

CLIENT:  
CITY OF ROCHELLE, IL

BY: \_\_\_\_\_  
Lee M. Brown  
President

BY: \_\_\_\_\_  
David Plyman  
City Manager