

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) is made between the City of Monmouth, an Illinois municipal corporation located at 100 East Broadway, Monmouth, IL 61642 (the “City”) and Civic Solutions, LLC located at 306 Delshire Ave, Pekin, IL 61554 (the “Contractor”).

WHEREAS, the City is a recipient of a State of Illinois Department of Commerce and Economic Opportunity (DCEO) grant through its Research in Illinois to Spur Economic Development (RISE) initiative (the “Grant”); and

WHEREAS, The DCEO Grant calls for the City to create an economic recovery plan (the “Plan”) that will address the following:¹

1. Adaptation to shifting economic trends in the community (e.g. changes to critical economic and public health infrastructure, job losses and business closures, etc);
2. Research on prospective economic assets and challenges;
3. Outreach with community stakeholders;
4. Specific initiatives or capital investments that will accelerate recovery from the COVID-19 pandemic and that are eligible for ARPA funding;
5. Positioning the City to apply for grants to fund specific initiatives or investments outlined in the economic recovery plan;
6. Strategy development that addresses the impacts of COVID-19 and that are tailored to the strengths and vulnerabilities of the community; and where possible
7. Alignment with goals and areas of focus included in Governor Pritzker’s 5-year Economic Plan to Revitalize the Economy; and

WHEREAS, the City requests Contractor to provide services to create an economic recovery plan to meet requirements of the Grant; and

WHEREAS, the City and Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

- 1. Services and Scope of Work:** Contractor shall perform the following Services and Scope of Work:
 - a. Conduct an analysis of the current economic conditions and trends in the community.
 - b. Inventory community assets vital to the local economy’s success
 - c. Conduct a strengths, weaknesses, opportunities and threats (“SWOT”) analysis of the community to help determine strategic focus.
 - d. Identify and meet with key stakeholders, businesses, and development partners to gain input, insight, and strategies for recovery and growth.
 - e. Undertake six (6) site visits to the community to meet with community stakeholders and gain input/insight for economic recovery and growth strategies.

¹ Source: [https://www2.illinois.gov/IISNews/24604-Gov._Pritzker_and_DCEO_Launch_\\$3.5_Million_Investment.pdf](https://www2.illinois.gov/IISNews/24604-Gov._Pritzker_and_DCEO_Launch_$3.5_Million_Investment.pdf)

- f. Identify opportunities for partnerships (e.g. public-private, intergovernmental, nonprofit) to promote economic development, with a focus on initiatives that will increase economic resiliency.
- g. Identify specific initiatives or capital investments that can accelerate recovery from the COVID-19 pandemic and that are eligible for ARPA funding;
- h. Formulate and develop strategies/recommendations to accelerate economic recovery with businesses and entrepreneurs, particularly those that have been negatively impacted by the pandemic;
- h. Where possible, align with goals and areas of focus included in Governor Pritzker’s 5-year Economic Plan to Revitalize the Economy;
- i. Compile collected information and create an economic recovery plan for the City to implement recommended strategies, with a focus on economic resiliency in light of the COVID-19 pandemic; and
- j. Reasonable administrative tasks for the Grant that may include:
 - i. Review and analysis of grant agreement and funding guidelines to ensure compliance with all requirements.
 - ii. Assistance with the management of grant-related activities, including project/event planning and implementation, budget management, and record keeping.
 - iii. Coordination and communication with the City to resolve any issues or concerns that may arise during the grant term.
 - iv. Closeout of the grant, including submission of final reports and documentation, and ensuring compliance with all grant terms and conditions.
 - v. Providing support to the City in the event of an audit or compliance review by the DCEO.

A general timetable of the scope of work can be found in attached Schedule A.

2. Deliverables: The Contractor shall deliver the following deliverables to the City:

- a. Progress Reporting: Contractor shall provide the City with project progress reports, communicating the important activities and accomplishments of the Plan, on a monthly or more regular basis for the term of the Agreement or project period. Contractor shall also submit any other grant-related reports and documentation required by the City (e.g. financial reports, close-out reports, etc.).
- b. Final Report: Contractor shall provide a final report containing the strategies and recommendations for the Plan, including an action plan for the City to implement, with a focus on increasing economic resiliency in light of the COVID-19 pandemic.

3. Term and Work Hours.

- a. Term of Agreement. The term of this Agreement shall be from June 6, 2023 (the “Effective Date”) and ends October 31, 2023, unless otherwise terminated via Section 12 of this Agreement. At any time, the parties may choose to extend this Agreement for any period, upon mutual written agreement.
- b. Work Hours. Contractor shall set his own work hours to complete the project.

4. Compensation.

- a. In consideration for the services to be performed by the Contractor under this Agreement, City agrees to pay to Contractor a total sum of \$62,200. Compensation shall be paid in installments shown in the attached Schedule A. Invoices shall be issued to City by Contractor monthly after

work is performed. City shall reimburse Contractor within ten (10) days upon receipt of an invoice from the Contractor.

- b. The Contractor shall be reimbursed for any site visits to the community in addition to the ones listed in Section 1.e. above. Contractor shall be reimbursed \$100 for each additional site visit.

5. Related Expenses.

- a. Related Expenses. The City shall reimburse Contractor for all pre-approved, reasonable and necessary expenses incurred in connection with the services provided. If needed to conduct business on behalf of the City, City shall provide Contractor the use of the following:
 - Office space
 - Computer or laptop
 - Telephone
 - Fax machine
 - Copier
 - Office supplies
 - Mailing system

6. Taxes.

- a. City shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor. Contractor shall be exclusively responsible for the payment of all taxes, withholding payments, contributions to insurance (including Illinois unemployment insurance should such payments be applicable), contributions to pensions or other deferred compensation plans, Workers' Compensation obligations and FICA (Social Security and Medicare related taxes) obligations and the filing of all necessary documents, forms and returns pertinent to the foregoing.
- b. Contractor and City agree to promptly notify each other and mutually cooperate in any investigation or proceeding regarding Contractor's independent contractor status. Contractor shall defend and hold harmless the City against any and all claims that the City is responsible for the payment or filing of the foregoing payments, withholdings, contributions, taxes and documents and returns, including, but not limited to FICA taxes, FUTA taxes, state employment security obligations, and Federal and state employer income tax withholding obligations, interest and penalties.
- c. It is expressly understood that the City will issue the required Internal Revenue Service Form 1099 to Contractor. Contractor will be responsible for his own tax obligations. Contractor specifically acknowledges that he is not entitled to unemployment insurance benefits at the end of this agreement. Any effort by Contractor to involve the City in benefit disputes beyond the scope of this Agreement will entitle the City to recover its attorneys' fees when defending itself from damages caused by Contractor's improper conduct.

7. Changes.

- a. Change Orders. The City, without invalidating this Agreement, may request changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions.
- b. Change Order Requirements. All change orders shall be a written order signed by the City and Contractor and shall specify the elements of the Services to be changed, and the impact, if any, that the requested change will have on (A) the compensation, (B) time for performance or (C) any other terms or conditions of this Agreement.
- c. Adjustments to Compensation. If any such changes materially impact the cost to the Contractor of performing the Services or the time required for such performance, the parties shall negotiate in good faith a reasonable and equitable adjustment in the fees and schedule, as applicable.

8. Independent Contractor Status.

- a. Status. Contractor is an independent contractor of City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- b. No Authority. Contractor shall have no authority to act as agent for, or on behalf of, City, or to represent City, or bind City in any manner.
- c. No Employee Benefits. Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of City.

9. Representations and Warranties. The City and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into the Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the City or the Contractor respectively and any other person, firm or organization or any law or governmental regulation.

10. Confidential Information. To the extent allowed by law, Contractor shall not, during the time of rendering services to the City or thereafter, disclose to anyone other than authorized employees of the City (or persons designated by such duly authorized employees of the City) or use for the benefit of Contractor or for any entity other than the City, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the City projects or programs; the technical, commercial or any other affairs of the City; or, any confidential information which the City has received from a third party.

11. Intellectual Property.

- a. Work Product. During the course of performing work under this Agreement for the City, Contractor may, independently or in conjunction with City, develop information, produce work product, or achieve other results for City in connection with the services it performs for City.
- b. Ownership. Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/ or City in connection with such services (the "Work Product") shall, to the extent by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act(17 U.S. C. 101), and shall remain the sole and exclusive property of City.

12. Termination. This Agreement may be terminated by either the City or the Contractor at any time for any reason, with or without cause, by giving ten (10) days written notice of termination. The City shall pay Contractor for all services performed by Contractor through the date of termination. Should termination of the Agreement occur before a payment date listed in Schedule A, that month's payment shall be paid on a prorated basis, with a prorated multiplier being calculated based on the number days the Agreement was in effect that month, divided by the total number of days in that month. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

13. General Provisions.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- b. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- c. Amendment. This Agreement may be amended only by written agreement of the parties.
- d. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- e. Assignment. This Agreement shall not be assigned by either party without the consent of the other party.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules.
- g. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- h. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

IN WITNESS WHEREOF, the City and the Contractor have each executed and delivered this Agreement as of the Effective Date.

CITY OF MONMOUTH, ILLINOIS

CIVIC SOLUTIONS, LLC

By: _____

By: Mark A. Rothert
Mark Rothert, Owner

Its: _____

Attest: _____

SCHEDULE A

Step	Plan Activity		Timeframe for Completion	Payment		Cumulative Payment
1	Information Gathering	Conduct an analysis of the current economic conditions and trends in the community.	June 2023	By 6/30/23 Payment	\$ 16,500	\$ 16,500
2		Inventory community assets vital to the local economy’s success	June 2023			
3		Conduct a strengths, weaknesses, opportunities and threats (“SWOT”) analysis of the community to help determine strategic focus.	June 2023			
4		Identify and meet with key stakeholders, businesses, and development partners to gain input, insight, and strategies for recovery and growth.	June / July 2023	By 7/31/23 Payment	\$ 16,500	\$ 33,000
5		Hold public meeting(s) to gain input, insight, and strategies for recovery and growth.	July 2023			
6		Identify opportunities for partnerships (e.g. public-private, intergovernmental, nonprofit) to promote economic development, with a focus on initiatives that will increase economic resiliency.	July 2023			
7	Plan Development	Identify specific initiatives or capital investments that can accelerate recovery from the COVID-19 pandemic and that are eligible for ARPA funding;	August 2023	By 8/31/23 Payment	\$ 17,000	\$ 50,000
8		Formulate and develop strategies/recommendations to accelerate economic recovery with businesses and entrepreneurs, particularly those that have been negatively impacted by the pandemic;	August 2023			
9		Where possible, align with goals and areas of focus included in Governor Pritzker’s 5-year Economic Plan to Revitalize the Economy;	August 2023			
10		Compile collected information and create an economic recovery plan for the City to implement recommended strategies, with a focus on economic resiliency in light of the COVID-19 pandemic; and	August 2023			

Step	Plan Activity		Timeframe for Completion	Payment		Cumulative Payment
11	Revisions, Amendments, Submission & Adoption	Submit plan to the key stakeholders (City, Maple City Area Partnership)	September 2023	Final payment upon submission to DCEO (Estimated September/October 2023)	\$ 10,000	\$ 60,000
12		Make any appropriate revisions or amendments	September/October 2023			
13		Adoption by City	September/October 2023			
14		Acceptance by DCEO	September/October 2023			
15	Grant Admin	Reasonable administrative tasks for the administration of the Grant	Term of Project	With final payment	\$ 2,200	\$ 62,200
16	Contract End	Contract terminates as of October 31, 2023	October 31, 2023	TOTAL	\$ 62,200	