



## RACHAEL C. JONES & VILLAGE OF HOMEWOOD CONSULTANT SERVICE AGREEMENT

This Agreement is entered into between Rachael C. Jones (“Jones”) and the Village of Homewood, Cook County, Illinois (“Village”).

In consideration of the mutual covenants and agreements herein, and other good and valuable consideration received and to be received, Jones and the Village agree:

### **I. SERVICES TO BE PROVIDED**

Jones will develop and implement an innovative, comprehensive, and cost-effective marketing strategy for the Village of Homewood. To attain this goal, Jones shall be responsible for the following:

#### **A. Engage Community, Partners, and Stakeholders to Establish Baseline of Community Perception**

1. Solicit feedback to guide marketing strategy development. Feedback includes surveys and information to verify and validate marketing initiatives and efforts. Feedback will not include formal focus groups, but may be accomplished by web based online surveys, (e.g. survey monkey, worktango, nicereply) and other metric-related input from community, stakeholders, etc.

Questions to be answered may include:

- How do residents perceive the community?
- How do visitors and neighboring communities perceive the community?
- For what does the community want to be known?
- How do residents want their community to be described?
- What are people proud of in this community?
- What are opportunities to improve community pride?

2. Establish a system to measure community perception on an ongoing basis

#### **B. Create Community-wide Initiatives Designed to Market Village Information, Amenities and Services to Residents and Visitors.**

1. Develop and implement marketing initiatives to engage, educate and positively influence residents, businesses, and visitors.
2. Develop and implement marketing initiatives to highlight internal intangible community amenities such as safe neighborhoods; ethnic and cultural diversity; mature trees and open space; and stable, fiscally sound government.



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### II. TERMS AND CONDITIONS

1. Jones shall be paid \$4,250.00 per month. Jones will invoice the Village monthly and shall track her time and provide a detailed breakdown of her services for the previous month with each invoice. If an invoice remains unpaid after 30 days Jones may suspend work until payment is received.

2. Jones shall personally generate all work product under this Agreement. Unless otherwise noted, Jones shall not subcontract or utilize others to perform this contract. If Jones finds it necessary to retain outside vendors to perform specific tasks not covered by this Agreement, she shall first seek Village approval of these expenditures.

3. If Jones is asked to perform services not covered by this Agreement such as travel to Chicago as spokesperson for the Village or speaking at a conference on the Village's behalf, the Village agrees to reimburse Jones for her travel expenses, provided these services and costs pre-approved by the Village Manager.

4. Nothing in this Agreement is intended to preclude Jones from performing services for other entities and individuals. However, Jones agrees not to engage in any activity that conflicts with Homewood's interests or interferes with the independent exercise of Jones' judgment in the best interests of Homewood.

5. This Agreement shall run from October 1, 2022 through April 30, 2023 and thereafter shall automatically renew month-to-month. Either party may terminate this Agreement upon sixty (60) days written notice. In case of termination, the Village shall only pay Jones for services rendered (including pre-approved expenses) up to the termination date.

6. Except as noted below, Jones shall have no authority to incur costs or to expend Village funds without the prior approval of the Village Manager or their designee. Jones shall submit receipts for reimbursement of pre-approved expenses.

7. The Village shall issue Jones IRS Form 1099-MISC for her services. Jones shall be responsible for all federal and state taxes, including Social Security and Medicare taxes.

8. Jones shall be considered an independent contractor.

9. Jones shall utilize her personal computer hardware, software, and Internet access at her sole cost. When utilizing software to perform this contract, Jones represents she is the lawful owner of a valid software license suitable for commercial use.

10. All work product produced by Jones under this contract, including plans, proposals, sketches, copy, designs, recommendations, concepts, intellectual property, and related materials, in whatever form, shall become Village property and shall be



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delivered by Jones to the Village upon request. However, Jones may retain copies of these materials and shall have the limited right to use such work product to market her services, provided her personal marketing efforts do not adversely affect the Village.

11. Jones agrees not to use or disclose, directly or indirectly, any confidential information of Homewood, other than at Homewood's express direction. This obligation not to use or disclose the confidential information does not apply to any information that is public knowledge in the industry, provided Jones did not cause it to become public knowledge.

12. This Agreement shall be subject to and governed by Illinois law.

13. All notices under this Agreement shall be sent by Certified Mail, personal delivery, or commercial delivery service such as UPS or FedEx:

to Jones: Rachael C. Jones  
[REDACTED]  
Grant Park, IL 60940

to the Village: Village Manager  
Village of Homewood  
2020 Chestnut Road  
Homewood, IL 60430

with a copy to: Christopher J. Cummings  
Christopher J. Cummings, P.C.  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

or at such other addresses as the Parties may indicate in writing.

14. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be enforceable.



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15. Nonwaiver. The failure of either party to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

16. This document contains the entire agreement between Jones and the Village relative to her services. No subsequent change or addition to this Agreement is effective unless it is in writing and signed Jones and the Village Manager.

Agreed on \_\_\_\_\_, 2022.

Village of Homewood:

By: \_\_\_\_\_  
Napoleon Haney, Village Manager  
Village of Homewood

Rachael C. Jones:

\_\_\_\_\_  
Rachael C. Jones