

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
CITY OF ROCHELLE AND THE VAN BUREN CONSULTING GROUP LLC**

This agreement between CITY OF ROCHELLE and the Rochelle Municipal Utilities, hereinafter referred to as “CITY OF ROCHELLE” and the firm of Van Buren Consulting Group LLC, hereinafter referred to as “VBCG” is made this 1st day of November, 2023.

WHEREAS, VBCG has duly qualified experts in the fields of energy, energy regulation and energy legislation; and

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

PART I - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR shall consult and advise CITY OF ROCHELLE as requested, in the fields of energy, energy regulation and energy legislation; and other matters raised by client, including but not limited to:

1. Develop legislative strategies to obtain and maximize opportunities for CITY OF ROCHELLE in energy, energy regulation and energy legislation in the State of Illinois;
2. Coordinate the effort to successfully execute the strategy;
3. Provide advice on a variety of governmental and private business matters;
4. VBCG will provide written reports upon request to CITY OF ROCHELLE’S officials or their agents and will be available for all conference calls and meetings as requested by CITY OF ROCHELLE and its agents;
5. Providing CITY OF ROCHELLE with a written report of activities, upon request; and

B. PAYMENT: VBCG’s compensation for the services provided hereunder shall be \$5,000.00 per month. VBCG shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on November 1, 2023 and ending October 31, 2025. CITY OF ROCHELLE shall reimburse the contractor for reasonable expenses incurred in connection with the VBCG ‘s work at actual cost. Expenses that are to be reimbursed monthly include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses shall be reimbursed to VBCG on a monthly basis. All travel expenses shall be incurred only following written approval by the Managing Member LLC.

PART II- GENERAL PROVISIONS

A. **ASSIGNMENT AND DELEGATION:** Except as above, VBCG shall not assign or delegate any services or duty under this Agreement without written consent of CITY OF ROCHELLE, and no assignment shall be of any force or effect whatsoever unless and until CITY OF ROCHELLE have consented.

B. **STATUS OF CONTRACTOR:** The parties intend that VBCG, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. VBCG is not to be considered an agent or employee of CITY OF ROCHELLE and is not entitled to participate in any pension plan, energy, bonus or similar benefits CITY OF ROCHELLE provides its employees.

C. **NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS:** All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices and invoices shall be sent via email and should be addressed as follows:

CITY OF ROCHELLE:

CITY OF ROCHELLE
420 N. 6th Street
Rochelle, Illinois 61068

CONTRACTOR:

The Van Buren Consulting Group LLC
200 West Adams, Suite 2125
Chicago, Illinois 60606
(708) 805-3510 (Direct)

MAIL PAYMENTS TO:

D. **NON-DISCRIMINATION:** VBCG shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. **TERM OF AGREEMENT:** This Agreement shall become effective on February 1, 2023.

F. **GOVERNING LAW:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois. In addition, special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Illinois shall be applicable and shall govern to the exclusion of the law of any other forum.

G. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions

or addendum to this Agreement shall be valid unless in writing and signed by both the VBCG and CITY OF ROCHELLE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ DAY OF _____, 2023.

ATTEST:

City of Rochelle

By: _____

The Van Buren Consulting Group LLC

By: _____
Paul O'Grady