

RESOLUTION NO. R2020-\_\_\_\_\_

**RESOLUTION AUTHORIZING  
CONSULTING SERVICES AGREEMENT  
-ANN L. SCHNEIDER AND ASSOCIATES, LLC-**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That the Agreement presented to the Council herewith, by and between THE CITY OF DECATUR ILLINOIS and ANN L SCHNEIDER AND ASSOCIATES LLC, regarding consulting services be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City.

PRESENTED AND ADOPTED this 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF, CITY CLERK

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of January 1, 2020 by and between the City of Decatur Illinois (hereinafter called "City") with its offices 1 Gary K Anderson Plaza Decatur Illinois 62523 and Ann L. Schneider and Associates LLC (hereinafter called "ALSA") with its offices located at 17843 Lebanon Cemetery Rd. Petersburg, Illinois 62675.

### WITNESSETH:

WHEREAS, Client wishes to retain ALSA to furnish certain consulting services (hereinafter more particularly described), which ALSA is qualified to perform on behalf of The City in the State of Illinois; and

WHEREAS, ALSA is willing to render such services,

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

#### 1. Term

- (a) This agreement shall be effective as of the date it is entered into as set forth above and shall continue in full force and effect for one (1) year with an additional one (1) year automatic renewal period.
- (b) Subject to thirty (30) days written notice, agreement may be terminated for any reason by either party.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

#### 2. Consulting Services

- (a) The City hereby retains ALSA and ALSA hereby undertakes to exercise its best efforts to protect and promote the goals, reputation and interests of City in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
  - i. Advise on accomplishing the transportation improvement goals of the City and Macon County including the Southeast Beltway, Brush College Road and other projects as directed;
  - ii. Advise on federal funding opportunities including FAST Act competitive grants, federal appropriations acts competitive grants, Surface Transportation Program, Highway Safety Improvement and monitoring other notices of funding opportunity (NOFO) for the priority transportation projects and planning efforts;

- iii. Advise on state infrastructure funding opportunities including economic development program (EDP), Truck Access Route Program (TARP) funding, statewide planning and resource grants (SPR), rail freight funding and monitoring and accessing other state opportunities;
- iv. Reviewing and advising how to package infrastructure funding and financing requests to public sector officials to maximize consideration;
- v. Project coordination, oversight and intervention as needed;
- vi. Serve as a transportation improvement project manager to: 1) assist in project prioritization, 2) support development and evaluation of funding/financing alternatives, 3) provide procurement assistance for financial advisors as needed, and 4) other assistance as directed;
- vii. Develop opportunities for state and federal investments into key infrastructure projects;
- viii. Review and support for funding applications for any of the above programs;
- ix. Advice and counsel on transportation policies and issues; and,
- x. Consensus building to accomplish transportation goals, including the Southeast Beltway.

(b) ALSA shall provide the City Manager with written reports on its activities under this agreement on a monthly basis in conjunction with monthly invoicing, or as agreed to by ALSA and the City.

(c) ALSA shall maintain close liaison and frequent communication with the authorized City Manager.

### 3. Compensation

(a) In consideration of ALSA's rendering of Services, the City shall pay ALSA an annual retainer of \$60,000.00; monthly payments of \$5,000.00 to begin within 30 days from the acceptance date of this agreement by both the City and ALSA. Electronic invoices will be emailed the first of each month to the [accountspayable@decaturil.gov](mailto:accountspayable@decaturil.gov).

(b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If ALSA determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to the City and prior written approval obtained from the City Manager, the City shall reimburse ALSA for all such extraordinary costs and expenses upon receipt of a detailed accounting.

### 4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of the City and those of ALSA, ALSA agrees, if so directed by the City, to promptly refrain from

performing Services with respect to such area of conflicting interest. ALSA agrees that the City shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to ALSA if, in City's sole judgment and upon reasonable basis and belief, ALSA's representation of its other clients conflicts with the best interests of the City.

5. Authorized Representative

For the purpose of this agreement, the City's authorized representative shall be the City Manager. The City may designate from time to time additional or substitute authorized representatives by written notice to ALSA. ALSA's primary contact will be Ann L. Schneider, 217-622-0693 – annschneider100@gmail.com.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

7. Indemnification

- (a) ALSA will assume full responsibility for and shall indemnify and hold harmless the City and its officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of ALSA or any breach by ALSA of any of the terms and provisions of this Agreement.
- (b) The City will assume full responsibility for and shall indemnify and hold harmless ALSA and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of the City or any breach by the City of any of the terms and provisions of this Agreement.

8. Confidentiality

ALSA agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the City or otherwise required by law, any confidential information obtained concerning the business and operations of the City, as well as confidential information developed by ALSA in rendering services. Should any of this information be made available in the public domain by the City or by third

---

parties, ALSA shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

ALSA is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Ann L. Schneider  
Ann L. Schneider and Associates LLC  
17843 Lebanon Cemetery Rd.  
Petersburg, IL 62675  
Phone: 217.622.0693  
email: [AnnSchneider100@gmail.com](mailto:AnnSchneider100@gmail.com)  
EIN # 47-1672872

City: City Manager  
City of Decatur  
1 Gary K. Anderson Plaza  
Decatur, IL 62523  
Phone: 217.424.2708  
email: [wrighton@decaturil.gov](mailto:wrighton@decaturil.gov)

11. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement  
as of the date first above written.

*Ann L. Schneider and Associates LLC*

By   
Ann L. Schneider, President

*The City of Decatur*

By \_\_\_\_\_  
Scot Wrighton, City Manager