ORDINANCE NO. 2025-4486

ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND LESLIE MURPHY CONSULTING, LLC. FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

WHEREAS, the Corporate Authorities of the Village of Barrington (hereinafter sometimes referred to as the "Village"), Cook and Lake Counties, Illinois, solicited proposals for professional services for Economic Development assistance including baseline assessments, business engagement, outreach, and recruitment and identification of tools and staffing to assist in development (collectively, the "Services"); and

WHEREAS, the Corporate Authorities of the Village received from Leslie Murphy Consulting, LLC, 3027 Thayer Street, Evanston, Illinois 60201 (hereinafter "the Consultant") a Proposal dated December 12, 2024, to provide the aforesaid Services to the Village at a rate of $125.00 per hour (the "Consultant's Proposal"), a copy of which Consultant's Proposal is attached hereto as part of Group Exhibit A and thereby made a part hereof; and

WHEREAS, the Consultant estimates that the Consultant will devote approximately two (2) days per week (i.e., 12-15 hours per week) providing the subject Services to the Village for a period of approximately six (6) months; and

WHEREAS, the terms of the proposed professional services have been memorialized in an "Agreement Between the Village of Barrington and Leslie Murphy Consulting, LLC. for Economic Development Consulting Services" relative to the Services for a not-to-exceed aggregate cost of $97,500 (collectively, the "Agreement"), a copy of which Agreement is attached hereto as part of Group Exhibit A and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents to accept the Proposal received from Leslie Murphy Consulting, LLC.; and

WHEREAS, the Corporate Authorities of the Village desire to approve the Proposal dated December 12, 2024 received from Leslie Murphy Consulting, LLC., as well as to execute the related Agreement with Leslie Murphy Consulting, LLC. for the Services and award a contract to the Consultant for the Services at a not-to-exceed aggregate cost of $97,500.00 as set forth in the Agreement; and

WHEREAS, the Consultant's Proposal and the Agreement shall collectively constitute the "Contract Documents", and in the event of any conflict between the Consultant's Proposal and the Agreement, the provisions of the Agreement shall supersede, prevail and control:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: That the Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby incorporated by reference as fully as if set forth herein.

SECTION 2: The Corporate Authorities of the Village hereby approve and accept the aforesaid Proposal dated December 12, 2024 received from and award a contract to Leslie Murphy Consulting, LLC., Evanston, Illinois (the "Consultant") to provide all labor and services at an hourly rate of $125.00 per hour for an aggregate not-to-exceed Contract amount of $97,500.00, and hereby approve the related Agreement which is attached hereto as part of Group Exhibit A and thereby made a part hereof.

SECTION 3: The Village President is hereby authorized to execute and the Village Clerk is hereby authorized to attest and to deliver to the Consultant an executed Proposal and executed Agreement, those being the Contract Documents attached hereto as part of Group Exhibit A and thereby made a part hereof, in accordance with the provisions of this Ordinance, and to do all

things necessary and essential including the execution and delivery of any other documents to implement the Contract Documents as herein authorized.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 13 DAY OF JANUARY, 2025, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Wondrasek, Duncan, Moran, Prigge and President Darch

NAYS: NONE

ABSENT: Trustee Sholeen

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 13 OF JANUARY, 2025

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS
13 DAY OF JANUARY, 2025.

Tony Ciganek

Tony Ciganek, Village Clerk
(SEAL)

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND LESLIE MURPHY CONSULTING, LLC FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT (hereinafter, the "Agreement") is made this 13 day of January, 2025, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and Leslie Murphy Consulting, LLC., 3027 Thayer Street, Evanston, Illinois 60201 (hereinafter referred to as "Consultant") (the Village and the Consultant are sometimes referred to herein as the "Parties") for the performance of certain professional economic development and related consulting services for the Village relative to all commercial properties located within the Village's Business Districts, including but not limited to such other work as directed by the Village (collectively referred to herein as the "Project", the "Work", or the "Services") pursuant to and as set forth in the Consultant's Proposal dated December 12, 2024 (hereinafter referred to as the "Consultant's Proposal"), a copy of which is attached hereto as Exhibit A and thereby made a part hereof. This Agreement and the Consultant's Proposal shall constitute the Contract Documents (sometimes collectively referred to herein as the "Contract" or the "Contract Documents"). In the event of any conflict between the Consultant's Proposal and this Agreement, the provisions of this Agreement shall supersede, prevail, and control.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Scope of Services: The Consultant agrees to and shall timely perform and fully complete all of the Services relative to the Project as set forth in the Consultant's Proposal dated December 12, 2024, attached hereto and made a part of this Agreement as Exhibit A (the "Services").

2. Payment:

   A. Not to Exceed Payment: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services required by this Agreement the amount(s) set forth as follows:
      - ☒ the amount(s) set forth in the Consultant's Proposal; and
      - ☒ an hourly rate of $125.00 per hour, subject to a not-to-exceed amount of $97,500.00 ("Contract Price")

   B. Invoices for Payments: The Consultant agrees to and shall prepare and submit:
      - ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Services; or
      - ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Services are completed to date by the Consultant; or

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). The Consultant and the Village both acknowledge and agree that the Village complies with the Act, which states that any bills approved for payment shall be paid within thirty (30) days after date of approval of the Consultant's invoice by the Corporate Authorities of the Village, and the parties both also agree that any payment(s) due to the Consultant for Services rendered or to be rendered to the Village shall be paid by the Village pursuant to the provisions of the Act. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Services, or any part thereof, or to have waived any claim related to such Services by making a final payment or by making any progress payment of any amount, where the Village determines that such Services, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:

A. This Agreement
B. The Consultant's Proposal dated December 12, 2024
In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Dates of Commencement and Completion: Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 13, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2025, unless such Services are extended in writing by the Corporate Authorities of the Village (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability. The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices. All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via certified mail, return receipt requested. Notices to Consultant will be sent to: Leslie Murphy Consulting, LLC, 3027 Thayer Street, Evanston, Illinois 60201. Notices to the Village of Barrington will be sent to Village of Barrington, Attn: Village Manager, 200 S. Hough Street, Barrington, Il 60010.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Mutual Indemnification:

A. Consultant shall and does hereby indemnity and hold harmless the Village and its elected and appointed officials and officers, employees and agents from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of Consultant or any breach by Consultant of any of the terms and provisions of this Agreement.

B. The Village shall and does hereby indemnify and hold harmless Consultant from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of the Village, of the Village's elected and appointed officials, officers and employees, or any breach by the Village of any of the terms and provisions of this Agreement.

11. Village Confidential Information:

A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
B. The provisions of this Paragraph 12 shall survive any termination of the Contract.

12. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

13. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor ("IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

14. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

15. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

16. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents,

prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

17. Consultant is an Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor. Consultant acknowledges, understands, and agrees that Consultant is not authorized to and will not enter into any agreement, oral or written, on behalf of the Village or otherwise obligate the Village without the Village's prior written consent, nor shall Consultant be entitled to any benefits provided by the Village to Village employees. The Village will make no deductions from any of the payments due to Consultant for state or federal tax purposes. Consultant agrees to be responsible for any and all taxes or other payments due on payments received from the Village hereunder and filing all necessary and appropriate disclosure statements with applicable governmental bodies.

18. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other contract documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract and contract documents.

19. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 11, 12, and 14 shall continue after such termination.

20. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

21. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and/or data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

22. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal (Exhibit A).

23. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents, including but not limited to the Consultant's Proposal.

24. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

25. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

26. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

27. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

28. Authorized Representatives: For the purposes of this Agreement, the Village's authorized representative shall be as follows: the Village Manager, Assistant Village Manager, or such other person as the Village Manager and/or the Assistant Village Manager shall so designate. The Village may designate, from time to time, additional or substitute authorized representatives by written notice to the Consultant.

29. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT:
LESLIE MURPHY CONSULTING, LLC

By: _____

Its Authorized Agent

VILLAGE OF BARRINGTON

By: Karen Y Darch
Village of Barrington its Village President

ATTEST: Tony Ciganek JKC
Tony Ciganek, Village Clerk

3027 Thayer Street
Evanston, Illinois 60201
Phone: 847/226-6156
E-Mail: lgm@lesliemurphyconsulting.com

Proposed Memorandum of Agreement

To: Jennifer Tennant, Dir. Of Development Services
Village of Barrington

From: Leslie Murphy, Principal and Owner
Leslie Murphy Consulting, LLC

Phone: 847/304-3464

Date: December 12, 2024

Email: jtennant@barrington-il.gov

Pages: 3

Re: Proposal for Extended Economic Development and Related Advisory Services

Pursuant to your request and our discussions, Leslie Murphy (the "**Consultant**"), is prepared to continue to assist the Village of Barrington (the "Village" or "**Client**"), by providing professional economic development and related services on behalf of the Client. The Consultant would advise the Client with respect to certain development-related tasks and work products previously or to be initiated by the Village, including, but not limited to the following: a) efforts to garner business intelligence within the Village's defined Business Districts; b) evaluating current and potential new public finance and/or incentive tools which help to attract new and encourage existing investors, property and business owners to re-invest, leading to quality real estate and business development throughout the Village; c) assessing current conditions to determine whether an updated strategic plan should be initiated to guide program activities and reflect the desired economic development goals of the Village; and d) strengthening local and regional marketing, branding and messaging opportunities to further promote and support an 'environment for investment' within the Village of Barrington. The following scope of services are hereby requested by the Client and Consultant is prepared to deliver during calendar year 2025.

PROPOSED EXTENDED SCOPE OF SERVICES:

1. Update and maintain the existing **Barrington Business List** for all Districts B-1, B-2, B-5, R-R, O-R, & M-A. Focus on obtaining correct contact info, physical addresses and emails for use in ongoing business outreach and monthly/quarterly blasts. Assist in maintaining *Resimplifi* available properties interactive site, upgrading ED webpage within Village website (including potential business-oriented video) and potential re-branding of Barrington ED initiatives.

2. Organize and implement the **Barrington Business Outreach Plan (BBOP)**, including the following potential activities:

- January 2025 – Establish suggested list of topics, themes and speakers for annual Barrington BIZ programming. Assist in preparing 2024 Economic Development Year-In-Review.
- February 2025 - Kick-off Barrington BIZ Meeting at local venue focusing on informing business owners of Village-wide developments, resources, events and initiatives that connect them further to the community, expand their capabilities and increase profits.
- March-April 2025 – Develop economic development strategies designed to increase local business participation in tandem with established Village-wide events (e.g., Art Festival Weekend, Metra Lot Concerts, 3rd Thursday/Farmer's Markets, etc.).
- May-June 2025 – Early summer Barrington BIZ Meeting. Barrington Restaurant Week?
- July-August 2025 - Conduct survey among Barrington businesses (for 2026 Village budget purposes).
- September 2025 – Fall Barrington BIZ Meeting. Program TBD.
- October 2025 – Downtown Barrington Trick or Treat event.
- December 2025 – Buy In Barrington, Be Rewarded event.

3. Continued coordination with the Barrington Area Chamber of Commerce, local business community, social and print media, regional and statewide business publications, Lake and Cook Counties, State of Illinois, prospective developers, business owners and tenants to identify opportunities, strengthen existing uses throughout the Village, encourage new users to fill vacant spaces in key commercial areas and to invest in developable properties.

4. Business Attraction and Retention services.

- Work w/ Director of Development Services on an annual plan for business attraction and retention strategies (including incentives research and recommended implementation sites, marketing initiatives, conference attendance, etc.) for review and acceptance by the Village.
- Spring 2025 - Coordinate 2nd **'Be In Barrington'** (after hours) event for recruitment of new investors/users into Barrington.

5. Other Services as requested by Development Services Director.

CONFIDENTIALITY

Consultant understands and acknowledges that while performing services under this Agreement, Consultant may be given access to confidential information concerning the business or affairs of Client, its affiliates and/or its clients. Consultant agrees that Consultant will not at any time, during or after the term of this Agreement, without Client's prior written consent, reveal or disclose to any person outside of Client, except for Consultant's Representatives as defined below, any confidential information concerning the business or affairs of Client, or concerning Client's customers, clients or employees (***"Confidential Information"***). For purposes of this Agreement, Confidential Information shall include, but not be limited to, general financial information or plans; sales and marketing information or plans; business or strategy plans; and proprietary research and/or analysis. Confidential Information shall not include: (a) information known to the Consultant prior to disclosure thereof by Client; (b) information already in the public domain; or (c) information disclosed to the Consultant by a third party having the legal right to do so. Consultant shall not disclose, or permit access to, any portion of the Confidential Information to any person except if such person is a director, officer, partner, employee, agent, representative, affiliate, or contractor of consultant (the **"Consultant's Representatives"**) and has an absolute need to know the Confidential Information for Consultant to perform Consultant's services for Client. Upon the termination of this Agreement, at Client's request, Consultant shall promptly deliver to Client copies of all documents or materials of any type in Consultant's possession, custody, or control, that belong to Client, and/or that contain, in whole or in part, any Confidential Information.

COMPENSATION

For all tasks represented above, the Consultant will bill monthly for services **at a rate of $125/hour**. Anticipated hourly work for proposed initial scope of work will be conducted on-site (e.g., within the Village of Barrington) during an estimated 2 days per week (12-15 hours) beginning on _____, 2025. Projected initial work product deliverables and tasks to be undertaken (as identified in this Proposal) and any additional agreed to services will be included in a mutually agreed to project schedule upon Village approval of this agreement, however, Consultant anticipates being able to complete the specific deliverables requested in Items 1-7 above within a 6-month time period. As noted elsewhere in this agreement, the **Consultant will only work on projects and research based on specific prior direction from the Client.** Any change to the hourly rate or any total not-

to-exceed limits as determined by the Client shall require Client approval prior to the initiation of such change. No expenses by the Consultant are authorized above this amount without approval from the Client. Thank you.

Agreed to:

Leslie Murphy, ***Leslie Murphy Consulting, LLC*** Date

Hon. Karen Darch, **Village President** 01/13/2025 Date

Cc Scott Anderson

Marie Hansen