

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF VILLA PARK AND
LILLEY PLANNING GROUP**

THIS FIRST AMENDMENT TO THIS AGREEMENT (the “First Amendment”) is made so as to be effective as of the 1ST day of July, 2014, by and between the CITY OF VILLA PARK, a municipal corporation (“CITY”) and LILLEY PLANNING GROUP (“CONSULTANT”), collectively the “Parties.”

WHEREAS, the Parties have previously entered into an Agreement effective March 28, 2011 (“Agreement”); and

WHEREAS, the CITY and CONSULTANT desire to enter into an amendment to the Agreement pertaining to the term as contained in Paragraph 1 of the Agreement.

WHEREAS, the CITY and CONSULTANT desire to enter into an amendment to the Agreement pertaining to the payment as contained in Paragraph 5 of the Agreement.

NOW, THEREFORE, CITY and CONSULTANT, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. Paragraph 1 of the Agreement is amended to read in its entirety as follows.

TERM

This Agreement shall commence on July 1, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be further extended upon the mutual consent of both Parties. Notwithstanding the above, Section 9 of this Agreement shall survive the term of this Agreement.

2. Paragraph 5(a) of the Agreement is amended to read in its entirety as follows.

PAYMENT

(a) The City agrees to pay Consultant monthly for the services outlined in Exhibit A, at a flat rate of two thousand, eight hundred dollars (\$2,800) per month, or \$33,600 per annually, for the duration of this Agreement.

3. The Parties hereby agree that this First Amendment shall be incorporated into the Agreement as if set forth in full therein. All other provisions of the Agreement not

amended by the First Amendment shall remain in full force and effect and are unchanged by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF VILLA PARK

By: [Signature]
Mayor

Attest: [Signature]
Jarad Hildenbrand, City Clerk

Approved As to Form:
[Signature]
Todd Litfin, City Attorney

CONSULTANT

By: [Signature]
(Signature)
Jennifer Lilley
(Typed Name)

Its: President
(Title)

By: [Signature]
(Signature)
Jennifer Lilley
(Typed name)

Its: Secretary
(Title)

CITY OF VILLA PARK

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of March 28, 2011, between the City of Villa Park, a municipal corporation ("City") and Lilley Planning Group, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on March 28, 2011 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2014, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the above, Section 9 of this Agreement shall survive the term of this Agreement.

2. **SERVICES**

- a. Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.
- b. Consultant has also been retained to provide professional personnel to serve as a public officer for City. The name of the person filling this office and position is set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. The City Manager is authorized to administratively amend Exhibit B from time to time as may be necessary.

3. **PERFORMANCE**

a. Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all services described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant represents it holds the necessary skills and abilities to perform the work as set forth in this Agreement, and City relies upon the skills and abilities of Consultant. Consultant shall perform the work and services under this in accordance with the accepted standards of the professional disciplines involved in the tasks described herein.

b. At its own expense, Consultant shall provide its personnel assigned with all training necessary to comply with existing and new laws, ordinances, codes or regulations that are pertinent to the services being provided in accordance with Exhibit A.

4. **CITY MANAGEMENT AND RESPONSIBILITIES**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement. He/she shall review and approve of all products submitted by Consultant, and shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

City shall take the necessary actions to install those persons named in Exhibit B as public officers of City, as applicable. City shall make available all records, reports, and other documents necessary that City may have at its disposal for Consultant to properly perform the services required by the City. The City shall provide office space for Consultant's personnel.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly for the services outlined in Exhibit A, at a flat rate of two thousand dollars (\$2,000) per month, or \$24,000 per annually, for the duration of this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly, no more than 15 days after the end of the month for services provided in the previous month. Invoices shall include the contract amount, invoice amount to date, and balance remaining. The City Manager shall review all Consultant's invoices and certify that work has been performed in accordance with this Agreement, and any other written agreements for additional services, as applicable, and that the invoiced amounts are correct. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees. If the City disputes any of Consultant's fees it shall give notice via electronic mail (email) to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Prior to signing the Agreement, Consultant shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. All of City's monetary obligations set forth in this Agreement are conditioned upon City's receipt of an executed W-9 form from Consultant.

(e) Notwithstanding Consultant's delivery of invoices to City and/or other remedies available to the City, if Consultant has not delivered to the City the required certified insurance policies and endorsements within the time required by Section 10(f)(3) of this Agreement, City has the sole discretion to withhold any and all payments to Consultant until Consultant delivers to the City the certified insurance policies and endorsements required by Section 10 of this Agreement.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

(c) Except as otherwise provided herein and prior to the termination date of this Agreement, this Agreement may be terminated by written consent of both the City and the Consultant.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default

by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

9. **INDEMNIFICATION**

(a) **Indemnification**

To the fullest extent permitted by law, Consultant shall protect, indemnify, defend and hold harmless City and any and all of its officials, employees, volunteers, and agents from and against any and all losses, liabilities, damages, and costs and expenses

(including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subconsultants, or any entity or individual that Consultant shall bear the legal liability thereof.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors, all as defined by current law, and as may be amended from time to time by California Civil Code § 2782.8.

(b) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of the liability not attributable to the active negligence of City.

10. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. All Sections of this Agreement and any provision in City's Request for Proposal and Consultant's submitted proposal are subordinate to and superseded by the requirements contained in this Section to the extent than any provision or portion thereof conflicts with or impairs these

requirements or any obligation to or right under or pursuant to these insurance requirements. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability/Umbrella Insurance - ISO-CGL form No. 00 01 11 85 or 88 and shall include occurrence coverage for bodily injury, property damage and personal injury.
- (2) Business Auto Liability/Umbrella Insurance - ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Starting and ending dates shall be concurrent. If Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (3) Workers' Compensation/Employer's Liability Insurance - Written on a policy form providing workers' compensation statutory benefits as required by the State of California. Employer's Liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's Liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its officers, officials, employees, or agents.
- (4) Errors and omissions liability insurance appropriate to the Consultant's profession.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 per claim. Insurance shall continue to be effective to cover all claims made within five (5) years of the completion of the work in the Agreement.

(c) Deductibles and Self-Insured Retention. Any deductibles in excess of ten percent (10%) or self-insured retention must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials, employees, agents, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions. The general liability, business auto liability, and any necessary umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) General liability and umbrella policies shall cover the City, its officers, officials, employees, agents, and volunteers are to be covered as insureds or additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. Endorsements including the additional insured shall be identified on standard ISO endorsement number CG 20 10, attached to an ISO-CGL policy with an edition date of 1991 or earlier, or other form as expressly approved by City, and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insured's supervision of a given project. In no event shall the Consultant use an additional insured endorsement with an edition date of 1993 or later, absent express written authorization by City.
- (2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
- (4) The Consultant's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and there shall be no cross liability exclusions that preclude coverage for suits between Consultant and City or between City and any other insured. Consultant expressly waives any claim against City for any covered act or event, and Consultant's insurance policy shall not prevent such waiver. The limits of insurance required herein shall in no way limit the liability of the party providing the insurance. In addition, if the coverage or limits available to Consultant exceed that required by this Agreement, and the loss incurred by the additional insured exceeds the amount required by this Agreement, it is the parties' intent that all such additional coverage and limits available will apply irrespective of the specific coverage or limits required herein.

(e) Acceptability of Insurers. Insurance is to be placed with insurers authorized and admitted to do business in California and with a current A.M. Best's rating of A or better and a financial size of VII or greater, unless otherwise acceptable to the City.

(f) Verification of Coverage and Notice of Cancellation.

- (1) Consultant shall immediately furnish to City certificates of insurance or endorsements, satisfactory to City, evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates or endorsements shall provide that such insurance is the minimum, is in no way limited by any provision herein, and allows for the application of all coverage available to the additional insureds. Further, the certificates or endorsements shall require thirty (30) days written notice to additional insured City prior to any termination, suspension, cancellation, or non-renewal, or the reduction of available coverage, or any change in the terms of coverage. Certificates of insurance and/or endorsements may not contain any exculpatory wording that mitigates the responsibilities of Consultant or the insurer.
- (2) Consultant agrees that if Consultant commences work under this Agreement without first providing City copies of the required insurance certificates or endorsements, that Consultant does so at its own and sole risk. In the event Consultant's insurance is not acceptable to City or copies of insurance certificates or endorsements are not provided, City shall have no obligations to compensate Consultant for such work unless Consultant possesses a notice to proceed from City for this work.
- (3) Within sixty (60) days of the commencement of this Agreement, Consultant shall furnish certified copies of the actual policies and

endorsements. Failure to submit such policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. If proof of any insurance required under this Agreement is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, City shall have the right but not the duty to obtain any insurance it deems necessary to protect its interests under this Agreement, express or implied, in any way relating to City. Any premium for such coverage shall be charged to and promptly paid by Consultant or, at City's option, may be deducted from sums due to Consultant.

- (4) In the event of the premature termination of this Agreement for any reason, Consultant agrees to maintain the required insurance coverage until City provides written authorization to terminate the coverage following a review and determination that all liability posed under this Agreement as to the party providing the insurance has been eliminated.

(g) Notice of Claim or Loss. Consultant agrees to provide immediate notice to City of any claim or loss likely to involve City or its employees or agents which exceeds \$2,500 or is likely to exceed that amount.

(h) Sub-Consultant Insurance Requirements. Consultant agrees to require that all parties, including but not limited to sub-Consultants and additional Consultants or professional services with whom Consultant enters into contracts or whom Consultant hires pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required here, at a minimum. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant acknowledges and agrees that upon request, all agreements with sub-Consultants and others engaged in the project contemplated by this Agreement will be submitted to City for review. Consultant agrees and acknowledges that such contracts may require modification as to the insurance requirements necessary to properly protect City.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers,

employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Villa Park in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Villa Park will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Jennifer Lilley shall perform the services described in this Agreement, unless authorized in writing by the City Manager .

Jennifer Lilley may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of any personnel designated in Exhibit B from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Villa Park.

20. **HIRING OF UNDOCUMENTED ALIENS PROHIBITED**

Contractor shall not hire or employ any person to perform work within the City or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States. Contractor shall verify, through E-Verify (or, if E-Verify is no longer available, through a comparable electronic database maintained by the United States Government), that all persons employed by Contractor are eligible to work in the United States. Contractor shall require all of its subcontractors to similarly verify that all persons employed by such subcontractors are eligible to work in the United States.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

23. **NO PRESUMPTION REGARDING DRAFTER OF THIS AGREEMENT**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

24. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

20. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

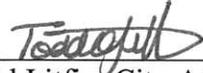
CITY OF VILLA PARK

By: 
[City Manager or Mayor]

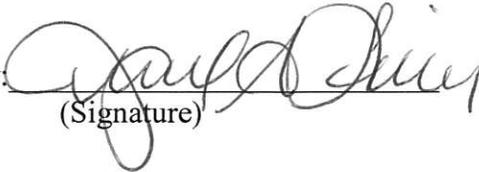
Attest:


Jarad Hildenbrand, City Clerk

Approved As to Form:

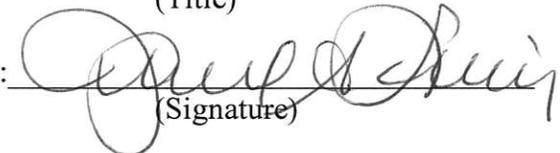

Todd Litfin, City Attorney

CONSULTANT

By: 
(Signature)

Jennifer A. Lilley, AICP
(Typed Name)

Its: President
(Title)

By: 
(Signature)

Jennifer A. Lilley, AICP
(Typed name)

Its: Secretary
(Title)

EXHIBIT "A"

Planning Services Scope of Work

CONSULTANT shall provide the Planning Manager to provide the following planning services:

- A. Attend public meetings and executive sessions of the City Council and other meetings as requested by the City Manager or City Council.
- B. Prepare staff reports and make presentations to the City Council.
- C. Meet with the public to discuss matters relating to existing or proposed City planning matters.
- D. Accept, review, administer, and process planning-related applications and documents, including site plan review, conditional use permits, zone changes, environmental document review and preparation, and other land use approvals.
- E. Represent the City to other public agencies in the area of planning, and maintain relations with those agencies.
- F. Be available at the City of Villa Park Civic Center from 8:00 a.m. to 12:00 p.m. each Monday, Wednesday, and Friday.
- G. Perform other duties as described in the City's Request for Proposals dated.
- H. Administer the City's General Plan, including following up on action items resulting from the General Plan Amendment process that was completed in November 2010.
- I. Recommending and drafting updates to the City's zoning code
- J. Interface with the Deputy Building Official and City Engineer with regard to all land use matters
- K. Monitor all planning-related regulations and mandates, and advising the City Manager regarding any necessary actions
- L. Handling all CEQA related matters for the City

**EXHIBIT B
CONTRACTUAL PUBLIC OFFICIALS**

<u>Position</u>	<u>Name</u>
President	Jennifer Lilley
Planning Manager	Ray Pascua