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**RESOLUTION TO APPROVE
THE EXECUTION OF A CONTRACT BETWEEN
THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION AND THE
GREATER SPRINGFIELD CHAMBER OF COMMERCE
FOR THE EASTSIDE COMMERCIAL PLAN PROJECT**

WHEREAS, the Springfield-Sangamon County Regional Planning Commission wishes to provide financial assistance for certain professional services in support of the Greater Springfield Chamber of Commerce's and City of Springfield's project to create a plan for the commercial redevelopment areas in and around the intersections of Dirksen Parkway and South Grand Avenue, Dirksen Parkway and Cook Street, and the eastern segment of South Grand Avenue in Springfield, Illinois;

WHEREAS, the Greater Springfield Chamber of Commerce will manage and direct this project;

WHEREAS, the Springfield-Sangamon County Regional Planning Commission wishes to provide \$20,000.00 to the Greater Springfield Chamber of Commerce in support of this project;

WHEREAS, funding for this contract is available in the Springfield-Sangamon County Regional Planning Commission's Budget via a grant from the Illinois Department of Transportation in the amount of \$107,992 for Regional Comprehensive Planning which includes this project pursuant to an intergovernmental agreement;

NOW THEREFORE BE IT RESOLVED, by the Public Health, Safety & Zoning Committee of the Sangamon County Board, in session this 23rd day of September 2010, that the execution of this agreement between the Springfield-Sangamon County Regional Planning Commission and the Greater Springfield Chamber of Commerce is hereby unanimously approved.

Tim Moore, Chairman

Abe Forsyth

Abe Forsyth, Vice Chairman

Don Stephens

Don Stephens

John Fulgenzi

David Mendenhall

David Mendenhall

Sam Snell

Sam Snell

Greg Stumpf

Linda Douglas Williams

Linda Douglas Williams

RECEIVED

SEP 21 2010

Paul Palazzolo
SANGAMON COUNTY AUDITOR

FILED

SEP 24 2010

Joe Aiello
Sangamon County Clerk

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**GRANT AGREEMENT BETWEEN
THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING
COMMISSION
AND THE
GREATER SPRINGFIELD CHAMBER OF COMMERCE
FOR THE
EASTSIDE NEIGHBORHOOD COMMERCIAL PLAN PROJECT**

20 THIS AGREEMENT is made and entered into this _____ day of September, 2010, between the
21 SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION, hereinafter
22 referred to as "SSCRPC", and the GREATER SPRINGFIELD CHAMBER OF COMMERCE,
23 hereinafter referred to as "CHAMBER", to provide financial assistance for certain professional
24 services in support of the CHAMBER'S project to create a plan for the commercial
25 redevelopment of areas in and around the intersections of Dirksen Parkway and South Grand
26 Avenue, Dirksen Parkway and Cook Street, and the eastern segment of South Grand Avenue in
27 Springfield, Illinois.
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I. STATEMENT OF WORK

The CHAMBER shall provide the necessary personnel, facility, data and materials to perform the following services:

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- A. The CHAMBER shall engage an independent contractor, hereinafter referred to as the "CONSULTANT", for the purposes of redevelopment planning for the area denoted in the project scope-of-work prepared by the firm PGAV Urban Consulting, hereinafter referred to as "PGAV", which is included as Attachment A of this agreement and made part of it.
 - B. The CHAMBER shall establish a steering committee to provide guidance for the project.
 - C. The CHAMBER shall provide such project status and financial reports as the SSCRPC may from time-to-time require and request.
 - D. The CHAMBER shall monitor the project so as to ensure completion of all tasks identified in the scope of work and within the time lines established therein.
 - E. The CHAMBER and its CONSULTANT shall comply with all laws, rules, ordinances and regulations set forth by municipal, state and federal bodies of government.
 - F. The CHAMBER shall comply with any relevant provisions of the Intergovernmental Agreement for Comprehensive Planning Services made between the Illinois Department of Transportation and the SSCRPC, hereinafter referred to as the "INTERGOVERNMENTAL AGREEMENT", which is included as Attachment B of this agreement and made part of it.

II. SCOPE OF ASSISTANCE

To assist in the CHAMBER'S project, the SSCRPC agrees to provide the CHAMBER with whichever is less of one-third (1/3) of the cost of the project or twenty-thousand dollars (\$20,000.00) as per Part 5 of the INTERGOVERNMENTAL AGREEMENT. These funds are provided solely to defray CONSULTANT costs and may not be used to defray any other costs. These funds shall entail a grant to the CHAMBER for the completion of the scope of work included in Attachment A. These funds shall be released to the CHAMBER upon approval of

1 this agreement by both parties and upon a finding by the SSCRPC, submitted to the CHAMBER
2 in writing, that the conditions noted in Section IV of this agreement have been met.
3

4 **III. ASSIGNMENT**

5 No assignment of a contract to a CONSULTANT shall be made without the express written
6 consent of SSCRPC. In the event that the CONSULTANT becomes unable to fulfill the terms of
7 its contract with the CHAMBER, the CHAMBER shall provide written notice to SSCRPC within
8 30 days of the CHAMBER receiving such notification from the CONSULTANT, at which time
9 SSCRPC may provide written consent for the assignment of the remaining contract. Assignment
10 of the CONSULTANT'S contract under this agreement shall be at the discretion of the SSCRPC.
11

12 **IV. SPECIAL PROVISIONS**

13 In acceptance of this agreement, the CHAMBER agrees to the following special provisions:
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- 15 A. Before project initiation and the release of SSCRPC funds, the CHAMBER shall
16 document the availability of other funds sufficient to carry out the project as described in
17 Attachment A, one-third (1/3) of which must be provided by the City of Springfield.
18
- 19 B. The project shall be completed within twelve (12) months of commitment of the
20 SSCRPC funds. Any SSCRPC funds unexpended at project completion or after twelve
21 (12) months, whichever comes first, shall be returned to the SSCRPC.
22
- 23 C. The CONSULTANT must begin work within ninety (90) days of the release of SSCRPC
24 funds to the CHAMBER.
25
- 26 D. A steering committee shall be established by the CHAMBER for the project, and this
27 committee shall include at least one representative of the SSCRPC selected by the
28 SSCRPC from its staff.
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- 30 E. Changes in the scope of work, CONSULTANT, and/or CONSULTANT'S key staff may
31 be made only with the express written agreement of the SSCRPC.
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- 33 F. Any data or other intellectual products and properties developed by and for this project
34 shall be property of the SSCRPC, CHAMBER and the City of Springfield, and may be
35 used by these parties individually or collectively without fee or other limitation.
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- 37 G. The CHAMBER agrees to maintain books, records, documents and any other evidence
38 pertaining to all costs and expenses incurred and any revenues acquired related to this
39 agreement to the extent and in such detail as will properly reflect all costs and expenses
40 of whatever nature for which the funds provided are used. The books of account and
41 other records which are applicable to this agreement shall at all times be available for
42 inspection, review and audit by SSCRPC, the Sangamon County Auditor, and the Illinois
43 Department of Transportation, to determine proper application and use of all funds paid
44 to or for the account of benefits of the CHAMBER.
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46 The term of the agreement shall be from the effective date specified in the opening paragraph
47 herein and shall run through the completion of all services described herein and the acceptance of
48 the final product(s) by SSCRPC, CHAMBER and City of Springfield.
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1 **V. PROJECT COORDINATION & OVERSIGHT**

2 The Project Director representing the CHAMBER shall be:

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4 Name: _____
5 Title: _____
6 Address: _____
7 _____
8 Phone Number: _____
9 Email Address: _____

10
11 The Project Manager for the SSCRPC shall be:

12
13 E. Norman Sims
14 Executive Director, SSCRPC
15 200 South 9th Street, Room 212
16 Springfield, IL 62701-1629
17 (217) 535-3110
18 NormS@co.sangamon.il.us
19

20 **VI. FORCE MAJEURE**

21 Neither party shall be deemed in default of this agreement to the extent that any delay or failure in
22 the performance of its obligations results from any cause beyond its reasonable control and
23 without negligence.

24
25 **VII. INDEMNIFICATION**

26 The CHAMBER hereby agrees to indemnify and hold harmless SSCRPC, its officers, agents and
27 employees from any and all claims, suits, losses, damages, costs of action, fines, judgments or
28 liability that may arise out of or on account of any failure on the part of the CHAMBER or the
29 CONSULTANT to perform any service or duty as herein agreed or resulting from the negligence
30 or misconduct of the CHAMBER or CONSULTANT, their officers, agents or employees.
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32 **VIII. GOVERNING LAW**

33 This agreement and the rights and obligations of the parties identified in it shall be governed by,
34 and construed according to, the laws of the State of Illinois.
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36 **IX. ENTIRE AGREEMENT**

37 This agreement and its attachments contain the complete and entire agreement, in terms of
38 obligations, responsibilities, duties and services to be provided for the SSCRPC by the
39 CHAMBER and its CONSULTANT. Any additional statements of promises, verbal agreements,
40 or commitment of additional services not identified in this agreement shall be presented in
41 writing, signed by both parties, and committed to this document in their entirety. Any agreed
42 modifications or amendments to this agreement shall be in effect until such time as termination of
43 the agreement is reached.
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45 **X. TERMINATION**

46 This agreement may be terminated for cause by either party after a minimum of 30 days notice is
47 provided to the other party. This agreement may be terminated without cause by either party after
48 a minimum of 90 days notice provided to the other party. The parties may agree to waive the
49 notice of termination period. However, such agreement must be in writing and signed by both
50 parties.
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1 Upon such termination the CHAMBER shall cause to be delivered to SSCRPC and the City of
2 Springfield all such work product as was produced prior to the agreement's termination with the
3 understanding that this work product becomes the property of SSCRPC and the City of
4 Springfield.

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6 **XI. MODIFICATION/AMENDMENT**

7 Any modification or amendment of this agreement must be in writing and signed by both parties
8 to this agreement.

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10 **XII. NOTICE**

11 All notices given or so sent hereunder shall be sent by United States mail, postage prepaid,
12 addressed to the respective party at the address set forth in the signature section hereof, or to such
13 other address as the parties may designate in writing from time to time.

14
15 **XIII. EXECUTION**

16 This agreement shall be executed by the duly authorized representatives of the Commission and
17 the Chamber as indicated below:

18
19 For the SSCRPC:

20
21 NAME: E. Norman Sims

22
23 TITLE: Executive Director

24
25 SIGNATURE: _____

26
27 DATE: _____

28
29 ADDRESS: SSCRPC, 200 S. 9th Street, Room 212, Springfield, IL 62701

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31
32
33 For the CHAMBER:

34
35 NAME: _____

36
37 TITLE: _____

38
39 SIGNATURE: _____

40
41 DATE: _____

42
43 ADDRESS: _____

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