AGREEMENT TO PROVIDE ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into as of the 5th day of May, 2015, by and between the **VILLAGE OF GRAYSLAKE**, an Illinois municipal corporation (the "Village) and **THE GRAYSLAKE AREA CHAMBER OF COMMERCE AND INDUSTRY** (the "Contractor"):

W I T N E S S E T H

WHEREAS, the Village has entered into a contract for certain services with the Contractor and wishes to extend the contract until May 1, 2018, and

WHEREAS, the Village desires to continue to secure certain economic development services to support its economic development program, and

WHEREAS, Contractor desires to provide such services to the Village under the terms, provisions, and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the Village and Contractor agree as follows:

Section 1. Services. General Standard. Contractor agrees to perform the services included in this Agreement and listed in EXHIBIT A to the Agreement (the "Work") for the Village in a diligent and workmanlike manner and consistent with the highest standards of professional practices and in full compliance with, and as required by or pursuant to, this Agreement, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use. Contractor shall submit a regular report to the Village. The report shall provide a description of the services provided.

Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Agreement. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Agreement and to the ends that, and at a rate that assures that, all Work, and all component parts of the Work, will be completed in full compliance with, and as required by or pursuant to, this Agreement. Contractor shall cooperate with the Village to assure maximum coordination and efficiency in the progress of the Work.

Contractor's Duty to Administer the Work. Except as provided for in Exhibit A, Contractor shall have full and sole responsibility for administration of the Work. Contractor's organization shall include fully qualified and adequate management, supervisory, and technical personnel to insure competent and expeditious handling of all matters related to the Work. Contractor shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide and perform the Work.

Contractor shall attend, and shall cause any Subcontractor or Suppliers whose attendance is requested to attend, any meetings as may be necessary for the orderly performance of the Work, as determined by the Village.

Section 2. Payment for Services. In consideration of services performed pursuant to this Agreement, the Village agrees to pay Contractor as listed in Exhibit B to this Agreement.

Section 3. Taxes. Contractor shall be responsible for the payment of all taxes required by law, including, but not limited to, taxes under the Federal Insurance Contribution Act.

Section 4. Term and Termination. This Agreement term shall end on May 1, 2018. Notwithstanding the foregoing, this Agreement shall be terminable at will by either party at any time upon 120 days prior written notice given by the terminating party to the other party.

Section 5. Contractor's Status. It is agreed and understood by Contractor and the Village that Contractor is an independent Contractor and Contractor is not an employee of the Village and shall not be entitled to any benefits or privileges provided by the Village to its employees, including but not limited to, workers' compensation and unemployment benefits. Contractor shall not have any authority or power to bind or commit the Village in any manner whatsoever.

Section 6. Insurance. Unless otherwise provided in the Special Provisions of the Agreement, Contractor shall, prior to and at all times while providing, performing, or completing the Work, procure, maintain, and keep in force, at Contractor's expense, at least the following minimum insurance coverages:

1. Workman's Compensation: The Contractor is required to carry, with a company authorized under the laws of the State of Illinois, a policy for protection against liability under the Workmen's Compensation and the Occupational Disease Statutes of the State of Illinois.

2. Comprehensive Motor Vehicle Liability Insurance: The Contractor shall carry a policy under a comprehensive form to insure the entire automobile liability for this operation with limits of not less than $1,000,000 each accident for bodily injury and not less than $1,000,000 each accident for property damage liability.

3. Comprehensive General Liability: The Contractor shall carry a comprehensive general umbrella liability policy for all operations with limits of not less than $1,000,000 each accident for bodily injury liability and not less than $1,000,000 each accident for property damage liability.

Contractor shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing the minimum insurance coverage and limits set forth below to the Village of Grayslake. Such policies shall be in form and from companies acceptable and satisfactory to the Village of Grayslake to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village of Grayslake. A copy of the certificate of insurance shall name the Village of Grayslake as additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured.

All such insurance must include an endorsement whereby the insurer agrees to notify the Village at lease 30 days prior to non-renewal, reduction, or cancellation of any policy. The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

The insurance coverages and limits required above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurances required above or on Contractor's liability for losses and damages under this Agreement. Contractor shall at all times carry such additional coverage and limits as may be necessary to fully comply with this Agreement.

Section 7. Indemnification. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall indemnify, save harmless, and defend Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

Section 8. Release and Waiver. Contractor, for and on behalf of himself and each of his personal and legal representatives, heirs, devisees, executors, successors and assignees and any and all other owners or holders of beneficial interests in the Property (collectively, the "***Releasor***"), fully and forever waives, releases, acquits, and discharges the Village and its present Mayor, trustees, appointed officials, employees, agents, representatives, attorneys, and insurers, in both their official and individual capacities (collectively, the "***Releasees***") from any and all claims, causes of action, grievances, demands, rights, liabilities, damages, obligations, costs, expenses, and, of every kind and nature, whether based on statute, tort, contract, common law, or other theory of recovery, whether known or unknown, suspected or unsuspected, or fixed or contingent, arising out of or related to the performance of the work which is the subject of this Contract (collectively referred to as "***Claims***"). The Releasor shall hold the Releasees and each of them harmless from any Claims asserted or made by any Releasor.

Section 9. Legal Compliance. Prevailing Rate of Wages. Contractor agrees to comply with all of the requirements of the Illinois Prevailing Wage Act, which requires all contractors and subcontractors to pay the prevailing rate of wages and benefits as specified by the Illinois Department of Labor. The current schedule of wages which was passed by the Village in resolution form is included and is made a part hereof of this Agreement. At the request of the appropriate agency, all contractors shall make available a list of all employees and all subcontract employee names, occupations, and hourly wages paid to each person performing work for the Village.

Americans with Disabilities (ADA). Contractor agrees to comply with all of the requirements of the Americans with Disabilities Act (ADA), which is a civil rights law designed to ensure equal rights to individuals with disabilities in the areas of employment, public services, public accommodations, and telecommunications. The contractor and subcontractor must utilize standards and/or methods that do not discriminate against the disabled.

Sexual Harassment. Contractor agrees to comply with all of the requirements of Illinois Public Act 87-1257, captioned "Discriminatory-Sexual Harassment Program", which requires contractors to have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under State law, (iii) a description of sexual harassment, utilizing examples, (iv) the vendor's internal

complaint process available through the Department and the Equal Employment Opportunity Commission, (v) directions on how to contact the Department of Human Rights and the Equal Employment Opportunity Commission, and (vi) protection against retaliation as provided by Section 6-101 of the Act. A copy of the policies shall be provided to the Department of Human Rights upon request.

Compliance with Laws. Contractor certifies that the Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. A Contractor's Certification, which is attached to these General Conditions of Contract, must be executed upon execution of the Agreement. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

Section 10. Assignment. Contractor shall have no right to transfer or assign his interest in or his obligations under this Agreement without the prior written consent of the Village.

Section 11. No Third Party Beneficiaries. The Village and Contractor agree that this Agreement is not intended to create or give rise to any rights in any person or entity other than the Village and Contractor and no claim as a third-party beneficiary under this Agreement by any person or entity shall be made or be valid against the Village or Contractor.

Section 12. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given either upon delivery or such notice in person or on the third day after posting by certified mail, postage prepaid, return receipt requested, addressed to the party to whom notice is given as follows, unless the address listed below is modified on any notice subsequently given by such party.

If to the Village:	Village of Grayslake 10 South Seymour Avenue Grayslake, Illinois 60030 Attention: Village Manager
If to the Contractor:	Grayslake Area Chamber of Commerce & Industry Post Office Box 167 Grayslake, Illinois 60030 Attention: Executive Director

Section 13. Governing Law. The execution, validity, construction, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

ATTEST:

Deputy Village Clerk

VILLAGE OF GRAYSLAKE

By:

Mayor

ATTEST :

GRAYSLAKE AREA CHAMBER OF COMMERCE AND INDUSTRY

By:

Executive Director

EXHIBIT A

Special Provisions

A. Contract Services

1. Provide clerical and administrative support as requested by the Village's economic development staff or the Grayslake Business Partnership.

2. Conduct no less than four (4) business district promotional events annually. The contractor shall meet with the Village in the first quarter of each calendar year to review the previous year's events and to discuss planned events for the year.

3. Maintain a commercial, office, and light industrial realtor database for use in economic development activities.

4. Continue the customer attraction new resident program, including Village provided New Resident Letter as part of the program and disseminate EDC marketing and informational material information as needed.

5. Fund up to $15,000 annually, within the Chamber budget, for existing business marketing programs as jointly developed by the Chamber and economic development staff.

6. Utilizing office space provided per Section B of the Special Provisions provide small business support services as mutually agreed.

7. Special Marketing Services: The contractor agrees to employ additional qualified staff and/or consultant services to market community events and the Village of Grayslake. The contractor and Village shall mutually agree on staff and/or consultants hired to provide these services. Within 30 days of execution of this contract, and annually in the first quarter of each subsequent year of the contract, the Village and contractor shall mutually agree on staff/consultants hired for these purposes and on a marketing program for the subsequent twelve months. Quantitative performance measures regarding these services shall be developed by the Chamber for annual approval by the Village.

B. Village Provided Office Space

The Village may provide office space at the Chamber's present location or at a mutually agreeable alternative for the economic development office, which can be utilized by the Chamber of Commerce for office related purposes. The Village agrees that if it elects to provide said office space, it will provide the Chamber 90 days notice if it determines that it is unable to provide said office space to the contractor.

C. Chamber Fees

The Chamber may establish reasonable fees for business utilization of the programs and services provided pursuant to this contract.

EXHIBIT B
ANNUAL SCHEDULE OF PRICES
(May 1, 2015)

For providing, performing, and completing all work related to the provision of Economic Development activities:

ITEM NO.	ITEMS	PRICE
1	General Clerical Support as Requested by EDC Office (200 hours)	$4,977
2	Promotional/Community Events (1,900 hours)	$47,273
3	EDC Programs Support (600 hours)	$14,928
4	Customer Attraction Programs/Info: Dissemination	Included in Item 3
5	Administrative Support for Special Marketing Services (300 hours)	$7,464
	TOTAL SERVICES COSTS'	$74,642
6	Event Expenses (annual lump sum)	$12,000
7	Special Marketing Services (annual lump sum)	$20,000

- Total Services costs will be increased 2.5% per year on May 1 of each year during the term of the contract. Contractor shall invoice the Village monthly for 1/12 of item price for Items 1-5. Contractor will invoice for Items 6 & 7 in the full amount once a year at the anniversary of execution of the contract by the Village.

VILLAGE SAVINGS
COST BASIS FOR EDC CONTRACTED SERVICES

I. Village Cost Basis (3,000 hours)

A. Village Executive Assistant Rate: $23.08/hr x 1.40 = $32.31

II. Chamber Hours Usage/Costs

▪ General Clerical Support as Requested by EDC Staff	200 hours
▪ Promotional Community Events	1,900 hours
▪ EDC Program Support	600 hours
▪ Admin Support: Special Marketing Services	300 hours

III. FY 15/16 Proposed Regular Services Price $86,642

IV. Village Benefit

- 3,000 hours x $32.31 = $96,930
- Chamber Fee 3,000 hours x $28.88 = $86,642
- Net Savings = $10,288

V. Event Marketing Reimbursement: $20,000/year

*Note: Village cost savings analysis does not include additional cost savings associated with supervisor/manager time.

STATE OF ILLINOIS }

} SS

COUNTY OF LAKE }

CONTRACTOR'S CERTIFICATION

Karen Christian Smith, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) any person holding an interest in this Contract in violation of Sections 11.1 et seq. of the Illinois Purchasing Act, 30 ILCS 505/11.1 et seq., (ii) the commission of an act in violation of Section 10.1 of the Illinois Purchasing Act, 30 ILCS 505/10.1; (iii) a default on an educational loan as provided in the Educational Loan Default Act, 5 ILCS 385/0.01 et seq.; (iv) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (v) a violation of either Section 33E-3 or Section 33-E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq; or (vi) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Contractor further deposes, states, and certifies that Contractor is in compliance with and shall continue to comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Dated this 5 day of May, 2015.

Attest/Witness

By: _____ By: _____

Title: Asst. to The Village Manager Title: _____

Subscribed and sworn to before me
this 5 day of May, 2015.

My Commission Expires:

Rosalie Karmik Fujita
Notary Public

July 30, 2017

SEAL

"OFFICIAL SEAL"
ROSALIE KARMIK FUJITA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 30, 2017