

**AMENDMENT TO GRANT AGREEMENT**

This Amendment (the “Amendment”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, A.D., by and between the Village of Romeoville, an Illinois Municipal Corporation (hereinafter sometimes referred to as “Village”), and the Romeoville Area Chamber of Commerce, Incorporated, (hereinafter referred to as “Chamber”). The Village and Chamber may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Village is an Illinois home rule municipality organized and existing under the Illinois Constitution of 1970; and

**WHEREAS**, Village and Chamber have recently entered into a certain Grant Agreement (the “Agreement”) setting forth certain obligations of the Chamber to hire and retain specified personnel (referred to in the Agreement as the “Project”) and the terms and conditions upon which the Village will financially support the Project; and

**WHEREAS**, Village and Chamber now desire to amend the Agreement to establish terms and conditions pursuant to which the Village will provide the Chamber with marketing support services (the “Services”), and the obligation of the Chamber to reimburse the Village for a portion of the cost of the Services.

**NOW THEREFORE**, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Chamber and Village hereby agree as follows:

**SECTION ONE: Incorporation of Preambles**

The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Amendment. Chamber and the Village shall fully cooperate with each other in carrying out the terms of this Amendment. All parties represent that they have full authority to enter into this Amendment pursuant to law.

## **SECTION TWO: Amendment to the Agreement**

Village and Chamber hereby amend the Agreement by adding the following text thereto, as and for a new Section 6A of the Agreement:

“6A. Marketing Support Services. Notwithstanding anything herein to the contrary, and separately and distinctly from the Project, Chamber desires to receive and Village desires to provide marketing support services (the “Services”), upon the terms and conditions set forth in this Section 6A. While this Section 6A remains in full force and effect, Village agrees that it shall designate one or more Village personnel to provide the Services to the Chamber on a part time basis, with the designated Village personnel normally spending from ten to fifteen hours per week in the provision of Services, but with the Village and the Chamber recognizing that the needs of either party in a given week may result in more or less hours being devoted to the provision of Services. Services shall include but not necessarily be limited to activities such as posting to social media on behalf of the Chamber, issuing press releases, flyers and marketing materials on behalf of the Chamber, and undertaking other marketing related activities for the Chamber as time permits. In consideration of the provision of the Services under this Section 6A, the Chamber agrees that each month during the term of this Agreement, on or before the first of every month, it shall pay to Village the sum of \$1,000.00 to assist the Village to defray a portion of its personnel costs associated with the provision of Services. Notwithstanding that the Village personnel shall be engaged in providing the Services to the Chamber, the Village personnel so engaged under this Section 6A shall at all times and for all purposes remain Village employees. The provisions of this Section 6A shall continue in force and effect from time to time, notwithstanding the performance or completion of the activities related to the Grant hereinabove described, but may be terminated on five (5) days’ written notice by either party for convenience of either party.”

## **SECTION THREE: Effect of Amendment**

The terms and provisions of this Amendment shall supersede and control over any expressly conflicting terms, conditions or provisions of the Agreement, but all other terms, conditions and provisions of the Agreement are currently and shall remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed by

the terms, conditions and provisions of this Amendment. Any term used and defined in the Agreement and also used or referred to in this Amendment shall have the same meaning in this Amendment as set forth therefor in the Agreement. This Amendment and the Agreement, taken together, set forth all the promises, inducements, agreements, conditions and understandings between Chamber and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are set forth therein. Except as herein otherwise provided, no other or subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

#### **SECTION FOUR: Indemnification**

In the event that, as a result of the Agreement or this Amendment, or actions taken as required thereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Chamber and the Village, Chamber agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom, including but not limited to the Village's reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

**Village:**

**VILLAGE OF ROMEOVILLE,**  
An Illinois Municipal Corporation

By: \_\_\_\_\_

Name: John D. Noak

Its: Village President

Dated: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Name: Dr. Bernice Holloway

Its: Village Clerk

Dated: \_\_\_\_\_

**Chamber:**

**Romeoville Area Chamber of Commerce,**  
**Incorporated,**

An Illinois Not for Profit Corporation

By: \_\_\_\_\_

Name:

Its:

Dated: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

Dated: \_\_\_\_\_

