

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Village of Romeoville, an Illinois municipal corporation (“**Village**”), and the Romeoville Area Chamber of Commerce, Incorporated, an Illinois not for profit corporation (“**Chamber**”).

### RECITALS:

WHEREAS, the Village is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, the Chamber is an Illinois Not for Profit Corporation; and

WHEREAS, the mission of the Chamber is to create and foster a growing business community by promoting economic opportunities, advocating for the interests of the members, providing educational resources and developing relationships between the members, thereby promoting economic growth and development within the Village; and

WHEREAS, the Chamber is presently in need of and engaged in the search for a qualified candidate to serve the Chamber as its Executive Director, and is likewise in need of and engaged in the search for a Membership Coordinator, all to facilitate the Chamber’s successful performance of its stated mission; and

WHEREAS, the Village is and has been supportive of the Chamber’s mission, and desires to provide certain financial assistance to the Chamber as more fully hereinafter described to assist the Chamber in its efforts to hire qualified personnel to serve as its Executive Director and Membership Coordinator; and

WHEREAS, the Chamber desires to receive the Grant as hereinafter defined, and upon the terms and conditions hereinafter set forth.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, the parties agree as follows:

1. **THE PROJECT.** The Chamber agrees to undertake the Project, as hereinafter defined, in accordance with the terms and conditions hereinafter set forth.

A. The Project shall consist of two components, the first of which shall be the Chamber’s undertaking or continued undertaking of its efforts to market its current Executive Director position to qualified candidates, at a salary range of \$65,000 to \$75,000 annually, depending on qualifications. The Chamber acknowledges that the minimum acceptable qualifications for any candidate hired to the Executive Director Position shall be as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. The Chamber shall complete the

first component of the Project by hiring a qualified candidate to the Executive Director position within ninety (90) days of the date first above named, which date shall be the date on which the Village Board adopts legislation approving the execution of this Agreement.

B. The second component of the Project shall be for the Chamber to require its Executive Director hired pursuant to Section 1.A. of this Agreement to undertake efforts to market its Membership Coordinator position to qualified candidates, as a salary range of \$40,000 to \$50,000 annually, depending on qualifications. The Chamber acknowledges that the minimum acceptable qualifications for any candidate hired to the Membership Coordinator Position shall be as set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by reference, and that it shall require its Executive Director to hire a candidate that meets such qualifications, but shall otherwise permit its Executive Director to select and hire a qualified candidate at his or her discretion. The Chamber shall further require its Executive Director to complete the second component of the Project by hiring the Membership Coordinator within ninety (90) days of the Executive Coordinator beginning employment with the Chamber.

2. **AMOUNT OF GRANT.** Subject to the terms and conditions hereinafter set forth, the Village shall assist and support the Chamber by providing the Chamber with funding in the total amount of \$100,000 (the "Grant") to defray a portion of the cost to the Chamber of hiring and employing an Executive Director and a Membership Coordinator as contemplated herein. The Grant shall be payable by the Village to the Chamber in two equal installments of \$50,000 each, with the first such installment being due and payable within thirty (30) days of the date on which the newly hired Executive Director begins employment with the Chamber, and with the second such installment being due and payable to the Chamber on or before June 30, 2019. The Chamber shall be responsible to provide the Village with prompt notice and documentation of the hiring of the Executive Director and Membership Coordinator, and of their commencement of employment with the Chamber.

3. **CHAMBER'S OBLIGATIONS.**

(a) The Chamber shall conduct all efforts to hire, employ and retain an Executive Director and a Membership Coordinator in accordance with all applicable federal and state laws, and in accordance with any applicable laws, ordinance or policies of the Village. Without otherwise limiting the generality of the foregoing, the Chamber shall specifically comply with all laws of any kind that prohibit discrimination in hiring and employment.

(b) The Chamber shall generally consult with the Village concerning the progress of its candidate search and interview process for the hiring of its Executive Director and Membership Coordinator, and shall promptly respond to Village requests for information pertaining thereto.

(c) In consideration of the Village's provision of the Grant hereunder, the Chamber shall hereinafter extend certain benefits as hereinafter defined (the "Benefits") to the Village. The Benefits shall consist of (i) \_\_\_\_ complimentary admissions for the Village and its invitees to attend any luncheon, program, seminar or function organized or presented by the Chamber and (ii) recognition as a "Major Sponsor" in all marketing, promotional, informational or advertising

material provided or prepared by the Chamber, together with the right of the Village to so refer to itself in any marketing, promotional, informational or advertising material provided or prepared by the Village.

(d) To the fullest extent permitted by law, the Chamber agrees to indemnify, defend and hold harmless the Village and its elected and appointed officials, administrators, officers, consultants, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with the Project, the employment of an Executive Director or a Marketing Coordinator, or this Agreement. The indemnities contained in this Section shall survive termination of this Agreement.

(e) The Chamber acknowledges and agrees that the Village is providing the Grant hereunder to assist the Chamber in facilitating its stated mission, and in the interests of promoting and supporting the ongoing stability of the Chamber, and that these interests are in turn promoted by stability and continuity within the Executive Director and Marketing Coordinator positions of the Chamber. Accordingly, in the event that either the Executive Director or the Marketing Coordinator shall fail to remain in the employment of the Chamber for a period of one year or more from the date on which they respectively commence such employment, the Chamber, upon thirty (30) days' written notice and demand from the Village, shall be obligated to reimburse the Village in an amount equal to one half of the Grant; in the event that both the Executive Director or the Marketing Coordinator shall fail to remain in the employment of the Chamber for a period of one year or more from the date on which they respectively commence such employment, the Chamber, upon thirty (30) days' written notice and demand from the Village, shall be obligated to reimburse the entire amount of the Grant to the Village.

4. **VILLAGE'S OBLIGATIONS.** The Village's obligations hereunder shall be limited to the obligation to provide the Grant as set forth in Section 2 hereof, subject to the rights of the Village to be reimbursed a portion or all of the Grant in accordance with Section 3(e) hereof.

5. **JOINT OBLIGATIONS.**

(a) The parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement.

(b) Neither party shall assign this Agreement to any person or entity without the prior written consent of the other party.

(c) Village and Chamber agree that this Agreement is for the benefit of the parties and not for the benefit of any third party beneficiary, including but expressly not limited to any third party to this Agreement hired as the Executive Director or Marketing Coordinator of the Chamber. No third party shall have any rights or claims against Chamber or the Village arising from this Agreement.

## **6. RIGHT OF VILLAGE TO TERMINATE; RIGHTS OF VILLAGE UPON DISSOLUTION OF CHAMBER.**

(a) Upon written notice to the Chamber, the Village reserves the right to suspend or terminate all or part of the Grant herein provided if the Chamber is, or has been, in violation of the terms of this Agreement or fails to perform as required by the terms of this Agreement. In addition, in the event that the Village shall make a notice and demand for any reimbursement under Section 3(e) of this Agreement, the Village shall likewise have the right to terminate any further provision of the Grant and this Agreement itself.

(b) In the event that the Chamber intends or plans to dissolve itself, or intends to consider or act upon any proposal, motion or resolution relating to or pertaining to the dissolution of the Chamber, the Chamber shall provide not less than fifteen days' prior written notice to the Village of the same. Thereafter, the Chamber shall not take any other or further steps to dissolve the Chamber or to adopt or approve a plan of distribution of its then-remaining assets without the express written approval of the Village, which approval may be conditioned upon the Chamber reimbursing the Village for all sums advanced to the Chamber hereunder, or such other portion thereof as may be acceptable to the Village.

7. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending party at the respective addresses shown below, or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

(a) Notices to Chamber shall be sent to:

Romeoville Area Chamber of Commerce  
10 Montrose Drive  
Romeoville, Illinois 60446  
Attn: Board President  
(815) 886-2076

- (b) Notices to Village shall be sent to:

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446  
Attn: Village Manager  
Phone: (815) 886-7200

## 8. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

(f) Chamber and Village agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the parties.

(g) All of the representations and obligations of the parties are contained herein. Chamber and Village agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

(h) This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**SIGNATURE PAGE TO FOLLOW**

**THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED** on their behalf as of the date first above named, which date shall be the date on which the Village authorizes legislation approving the execution of this Agreement.

**VILLAGE OF ROMEOVILLE:**

**ROMEOVILLE AREA CHAMBER OF  
COMMERCE, INCORPORATED:**

By: \_\_\_\_\_  
John D. Noak, Village President

By: \_\_\_\_\_  
Scott Pointon, its President

