

AMENDMENT TO GRANT AGREEMENT

This Amendment (the “Second Amendment”), is made and entered into this ____ day of _____, 2019, 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 have subsequently amended the Agreement to address certain matters pertaining to the provision of marketing support services (the “Services”), such amendment having been approved by Village Resolution No. 18-2613 (the “First Amendment”); and

WHEREAS, Village and Chamber now desire to further amend the Agreement to modify the terms and conditions pursuant contained in the First Amendment under which the Village will provide the Chamber with marketing support services (the “Services”), and to modify 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 Second Amendment. Chamber and the Village shall fully cooperate with each other in carrying out the terms of this Second Amendment. All parties represent that they have full authority to enter into this Second Amendment pursuant to law.

SECTION TWO: Amendment to the Agreement

Village and Chamber hereby amend the Agreement by adding the following text thereto, to be inserted immediately at the conclusion of the presently existing provisions of Section 6A as added to the Agreement by the provisions of the First Amendment:

“Effective as of April 1, 2019, the amount of the monthly payment to be made by the Chamber to the Village as partial reimbursement for Services costs shall be reduced to \$500.00. Effective as of August 1, 2019, the Chamber shall have no further responsibility to make any further payments to Village with respect to partial reimbursement for the costs of the Services provided by the Village. Effective as of April 1, 2019, the Village shall have no further obligation under this Agreement to provide any Services to the Chamber.”

SECTION THREE: Effect of Amendment

The terms and provisions of this Second Amendment shall supersede and control over any expressly conflicting terms, conditions or provisions of the Agreement or the First Amendment, but all other terms, conditions and provisions of the Agreement and the First Amendment 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 Second Amendment. Any term used and defined in the Agreement or the First Amendment and also used or referred to in this Second Amendment shall have the same meaning in this Second Amendment as set forth therefor in the Agreement or the First Amendment. This

Second Amendment and the Agreement and First Amendment, 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, the First Amendment or this Second 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:

Attest:

VILLAGE OF ROMEOVILLE,

An Illinois Municipal Corporation

By: _____

Name: Dr. Bernice Holloway

By: _____

Name: John D. Noak

Its: Village Clerk

Its: Village President

Dated: _____

Dated: _____

Chamber:

Attest:

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

By: _____

An Illinois Not for Profit Corporation

Name: _____

By: _____

Its:

Name:

Dated: _____

Its:

Dated: _____

