

Resolution No. 14-1

**RESOLUTION TO APPROVE  
THE EXECUTION OF A CONTRACT BETWEEN  
THE LEAGUE OF ILLINOIS BICYCLISTS AND  
THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION**

**WHEREAS**, the Springfield-Sangamon County Regional Planning Commission wishes to hire The League of Illinois Bicyclists to provide technical assistance and professional guidance for the development of a Sangamon County Rural Bicycle/Pedestrian Way Plan; and

**WHEREAS**, the Springfield-Sangamon County Regional Planning Commission will provide \$3,000.00 to The League of Illinois Bicyclists for this service; and

**WHEREAS**, funding for this contract is available in the Springfield-Sangamon County Regional Planning Commission's FY-2012 Budget via a lump sum payment of State Metro Planning Funds in the amount of \$14,665.00 received and deposited in November 2011; and

**WHEREAS**, contracts under \$20,000 do not require County Board approval if unanimously approved by a County Board oversight committee; and

**WHEREAS**, although the Finance Committee of the Sangamon County Board did approve this contract, the vote was not unanimous (see attached resolution).

**NOW THEREFORE BE IT RESOLVED**, by the Sangamon County Board, in session this 24<sup>th</sup> day of January, 2012, that the execution of this agreement/contract between the Springfield-Sangamon County Regional Planning Commission and The League of Illinois Bicyclists is hereby approved.

\_\_\_\_\_  
Sangamon County Board Chairman

ATTEST:

\_\_\_\_\_  
Sangamon County Clerk

**RECEIVED**

JAN 12 2012

Paul Palazzolo  
SANGAMON COUNTY AUDITOR

**FILED**

JAN 12 2012

*Joe Aiello*  
Sangamon County Clerk

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**NOW THEREFORE BE IT RESOLVED**, by the Finance Committee of the Sangamon County Board, in session this 10<sup>th</sup> day of January, 2012, that the execution of this agreement between the Springfield-Sangamon County Regional Planning Commission and The League of Illinois Bicyclists is hereby unanimously approved.

*NO-VOTE C*

\_\_\_\_\_  
Andy Goleman, Chairman

\_\_\_\_\_  
Craig Hall

\_\_\_\_\_  
Tim Moore, Vice Chairman

*[Handwritten Signature]*  
\_\_\_\_\_  
Clyde Bunch

*[Handwritten Signature]*  
\_\_\_\_\_  
Rose Ruzic

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John Davsko

*[Handwritten Signature]*  
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Greg Stumpf

*[Handwritten Signature]*  
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Sam Montalbano

*[Handwritten Signature]*  
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John Fulgenzi

*[Handwritten Signature]*  
\_\_\_\_\_  
Sarah Musgrave

SANGAMON COUNTY AUDITOR  
200 SOUTH NINTH ST., RM. 204  
SPRINGFIELD, ILLINOIS 62701  
*received 1/5/12*



- 1 • Provide guidance for facilitation of the Bike/Pedestrian Way Plan Steering
- 2 Committee meetings and Public Engagement Workshops.
- 3 • Guide Commission staff in data collection and Bicycle Level of Service (BLOS)
- 4 calculations.
- 5 • Provide expertise regarding routes to study and potential bicycle facility types.

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8 **V. SCHEDULE OF WORK AND TERM OF AGREEMENT**

9 The Contractor shall complete the work described in the Scope of Services within eighteen (18)

10 months of approval of this agreement. This period may be extended with the approval of both

11 parties.

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13 The term of the agreement shall be from the effective date specified in the opening paragraph

14 herein and shall run through the completion of all services described herein.

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17 **VI. FORCE MAJEURE**

18 Neither party shall be deemed in default of this Agreement to the extent that any delay or failure

19 in the performance of its obligations results from any cause beyond its reasonable control and

20 without negligence.

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23 **VII. INDEMNIFICATION**

24 The Commission and the Contractor each agree to hold harmless, and their respective officers,

25 employees, agents, and representatives, from and against liability for all claims, losses, damages, or

26 and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or

27 expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event

28 claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the

29 Commission and the Contractor, they shall be borne by each party in proportion to its negligence.

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32 **VIII. INSURANCE**

33 The Contractor shall minimally maintain insurance as follows and provide the Commission with

34 documentation of same: General Liability in the amount of \$1,000,000 per occurrence and

35 \$2,000,000 aggregate; Workers Compensation in the amount of \$1,000,000; Automobile in the

36 amount of \$1,000,000; and Professional Liability in the amount of \$2,000,000 per occurrence and

37 \$4,000,000 aggregate.

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40 **IX. GOVERNING LAW**

41 This agreement and the rights and obligations of the parties identified in it shall be governed by,

42 and construed according to, the laws of the State of Illinois.

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45 **X. ENTIRE AGREEMENT**

46 This agreement and its attachments contain the complete and entire agreement, in terms of

47 obligations, responsibilities, duties and services to be provided to the Commission by the

48 Contractor. Any additional statements of promises, verbal agreements, or commitment of

49 additional services not identified in this agreement shall be presented in writing, signed by both

50 parties, and committed to this document in their entirety. Any agreed modifications or

1 amendments to this agreement shall be in effect until such time as termination of the agreement is  
2 reached.

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5 **XI. COMMUNICATION**

6 All communications to the Commission under this agreement and pertaining to its conditions  
7 shall be addressed to:

8 **Ms. Linda Wheeland, Senior Planner**  
9 **SSCRPC**  
10 **200 South 9<sup>th</sup> Street**  
11 **Springfield, Illinois 62701**  
12 **Phone: 217-535-3110**  
13 **Fax: 217-535-3111**  
14

15 All communications to the Contractor under this agreement and pertaining to its conditions shall  
16 be addressed to:

17 **Mr. Ed Barsotti, Executive Director**  
18 **League of Illinois Bicyclists**  
19 **2550 Cheshire Drive**  
20 **Aurora, Illinois 60504**  
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23 **XII. TERMINATION**

24 This agreement may be terminated for cause by either party after a minimum of 30 days notice is  
25 provided to the other party. This agreement may be terminated without cause by either party after  
26 a minimum of 90 days notice provided to the other party. The parties may agree to waive the  
27 notice of termination period. However, such agreement must be in writing and signed by both  
28 parties.

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30 Upon such termination the Contractor shall cause to be delivered to the Commission all such  
31 work product as was produced prior to the agreement's termination with the understanding that  
32 this work product becomes the property of the Commission. The Contractor shall be paid for any  
33 services completed based upon the percentage of tasks under the scope of work that have been  
34 completed up to the date of termination.

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37 **XIII. MODIFICATION/AMENDMENT**

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

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42 **XIV. COMPENSATION**

43 The Commission agrees to pay \$3,000 for the services to be performed by the Contractor as  
44 described in the Scope of Services. Additional services outside of the Scope of Services shall be  
45 charged at the hourly amount of \$60.

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47 Compensation shall be paid in quarterly installments based upon an invoice detailing expenses  
48 incurred to be submitted by the Contractor to the Commission by the last day of the month  
49 following each quarter. Invoices shall be submitted to:

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Springfield-Sangamon County Regional Planning Commission  
200 South 9<sup>th</sup> Street, Room 212  
Springfield, IL 62701-1629

The Contractor shall not be compensated for any work performed in addition to that set forth in this contract unless the parties specifically so agree in writing.

**XV. NOTICE**

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

**XVI. EXECUTION**

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

For the Commission

NAME: E. Norman Sims

TITLE: Executive Director

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: SSCRPC, 200 S. 9<sup>th</sup> Street, Room 212, Springfield, IL 62701

For the Contractor

NAME: Ed Barsotti

TITLE: Executive Director

SIGNATURE: Ed Barsotti

DATE: 1-4-2012

ADDRESS: League of Illinois Bicyclists, 2550 Cheshire Dr., Aurora, IL 60504