Resolution No.

## 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.

	ATTEST:	
Sangamon County Board Chairman		
	Sangaman County Clark	
	Sangamon County Clerk	

RECEIVED

Paul Palazzolo
SANGAMON COUNTY AUDITOR

FILED

JAN 1 2 2012

Asangamon County Clerk

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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.

**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- VOIE C
Andy Goleman, Chairman	Craig Hall
	Mell Burn
Tim Moore, Vice Chairman	Clyde Bunch
Rose Ruzic  Greg Stumpi	John Davsko  John Davsko  Sart Montalbano
John Fulgenzi John Fulgenzi	Sarah Musgrave

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

THE LEAGUE OF ILLINOIS BICYCLISTS 2 SANGAMON COUNTY RURAL BICYCLE/PEDESTRIAN WAY PLAN 3 DEVELOPMENT AND TECHNICAL ASSISTANCE SERVICES CONTRACT 4 WITH THE 5 SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING 6 COMMISSION 9 10 11 THIS AGREEMENT is made and entered into this day of \_ 12 between THE LEAGUE OF ILLINOIS BICYCLISTS, hereinafter referred to as "Contractor", 13 and the SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION, hereinafter referred to as "Commission", and covers certain professional services in connection 14 15 with the development, production and dissemination of a bicycle/pedestrian way plan for rural 16 Sangamon County. 17 18 19 INDEPENDENT CONTRACTOR 20 The Contractor shall serve as an independent contractor insofar as the performance of services 21 hereunder is concerned. The Contractor shall comply with all laws, rules, ordinances and regulations set forth by municipal, state and federal bodies of government. 23 24 25 П. ASSIGNMENT 26 27 The Contractor may not subcontract elements of its work without the express written approval of 28 the Commission, but shall remain solely responsible for all work conducted under this contract. 29 30 Further, no assignment of this contract shall be made without the express written consent of the 31 Commission. In the event that the Contractor becomes unable to fulfill the terms of the contract, 32 written notice will be given to the Commission within 30 days, at which time the Contractor may 33 request written consent for the assignment of the remaining contract. Assignment of the contract 34 shall be at the discretion of the Commission. 35 36 37 Ш. KEY PERSONNEL 38 The Contractor agrees that Mr. Ed Barsotti shall serve as project manager and point of contact. 39 The Contractor agrees that Mr. Barsotti is key personnel in the project, and that any changes in 40 key personnel shall be made only with the approval of the Commission. 41 42 43 IV. SCOPE OF SERVICES 44 The Contractor agrees to assist the Commission in producing a bicycle/pedestrian way 45 plan for rural Sangamon County. The plan will identify a strategy or strategies pertinent 46 to the development of such a plan, the preferred on-road/off-road bicycle route network, a 47 priority pedestrian way network, priorities for the implementation of these networks, 48 policy suggestions, and an implementation strategy. The Contractor agrees to provide the following services. SSCRPC \_\_\_\_\_ LIB \_\_\_\_\_ January 2012

• Provide guidance for facilitation of the Bike/Pedestrian Way Plan Steering Committee meetings and Public Engagement Workshops. 2 • Guide Commission staff in data collection and Bicycle Level of Service (BLOS) 3 4 calculations. 5 • Provide expertise regarding routes to study and potential bicycle facility types. 6 7 8 SCHEDULE OF WORK AND TERM OF AGREEMENT V. 9 The Contractor shall complete the work described in the Scope of Services within eighteen (18) months of approval of this agreement. This period may be extended with the approval of both 10 11 parties. 12 The term of the agreement shall be from the effective date specified in the opening paragraph 13 herein and shall run through the completion of all services described herein. 14 15 16 17 VI. FORCE MAJEURE Neither party shall be deemed in default of this Agreement to the extent that any delay or failure 18 in the performance of its obligations results from any cause beyond its reasonable control and 19 20 without negligence. 21 22 23 INDEMNIFICATION VII. The Commission and the Contractor each agree to hold harmless, and their respective officers, 24 employees, agents, and representatives, from and against liability for all claims, losses, damages, 25 and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or 26 expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event 27 claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the 28 Commission and the Contractor, they shall be borne by each party in proportion to its negligence. 29 30 31 32 VIII. INSURANCE The Contractor shall minimally maintain insurance as follows and provide the Commission with 33 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 amount of \$1,000,000; and Professional Liability in the amount of \$2,000,000 per occurrence and 36 37 \$4,000,000 aggregate. 38 39 40 IX. **GOVERNING LAW** This agreement and the rights and obligations of the parties identified in it shall be governed by, 41 42 and construed according to, the laws of the State of Illinois. 43

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

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

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

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

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

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ENTIRE AGREEMENT

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January 2012

amendments to this agreement shall be in effect until such time as termination of the agreement is 2 reached. 3 . 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 9th 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 21 22 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. 29 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. 35 36 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. 40 41 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. 46 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: 50 51

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1 2 3 4	Springfield-Sangamon County Regional Planning Commission 200 South 9 <sup>th</sup> Street, Room 212 Springfield, IL 62701-1629
5 6 7	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.
8 9 10 11 12 13	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.
15 16 17 18 19	XVI. EXECUTION  This agreement shall be executed by the duly authorized representatives of the Commission and the Contractor as indicated below:
20	For the Commission
22	NAME: E. Norman Sims
21 22 23 24 25 26 27	TITLE: Executive Director
25 26	SIGNATURE:
27 28 29	DATE:
30 31 32	ADDRESS: SSCRPC, 200 S. 9 <sup>th</sup> Street. Room 212. Springfield, IL 62701
33 34	For the Contractor
35 36	NAME: Ed Barsotti
37 38	TITLE: Executive Director
39	SIGNATURE: Ed Barsolti
10 11 12	DATE:1-4-2012
13 14	ADDRESS: League of Illinois Bicyclists, 2550 Cheshire Dr., Aurora, IL 60504