

RESOLUTION NO. 2017-R-09 10

RESOLUTION APPROVING AND AUTHORIZING THE SERVICES AGREEMENT WITH THE MARSHALL AREA CHAMBER OF COMMECE AND AUTHORIZING THE MAYOR TO SIGN THE SAME

BE IT RESOLVED, by the Council of the City of Marshall that:

WHEREAS, the City of Marshall has heretofore entered into a Services Agreement with the Marshall Area Chamber of Commerce that expired on April 30, 2017; and

WHEREAS, the City of Marshall wishes to enter into a new Services Agreement with the Marshall Area Chamber of Commerce under the same terms and conditions of the prior agreement, except for modification of the annual payments for services.

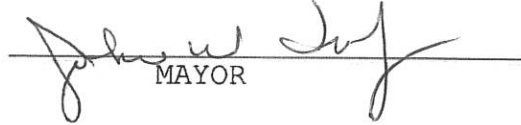
NOW THEREFORE IT IS HEREBY RESOLVED that the City of Marshall hereby approves the attached Services Agreement and the Mayor of the City of Marshall is hereby authorized to execute said Services Agreement on behalf of the City of Marshall under the terms and conditions set forth therein.

Dated: May 22, 2017

	AYES	NAYS	ABSENT
Wendy Tharp	✓		
John Hasten	✓		
Vickie Wallace	✓		
Michael Smitley			✓
Jarod Green	✓		
Warren J. Le Fever		✓	
Mark Strait	✓		
Ed Pearce	<del>✓</del>	obtained	

PASSED this 22 day of May, 2017.

APPROVED this 22 day of May, 2017.

  
MAYOR

ATTESTED, filed in my office,  
this 22 day of May, 2017.

CITY CLERK

(SEAL)

CERTIFICATION

I, the City Clerk of the City of Marshall of the County of Clark, State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its City Council at a meeting duly convened and held on May 22, 2017.

(SEAL)

  
CITY CLERK

## SERVICES AGREEMENT

This agreement effective May 1, 2017 made and entered into, by and between the City of Marshall, an Illinois Municipal Corporation, of Marshall, Illinois, hereinafter "city" and the Marshall Area Chamber of Commerce, an Illinois Not-for-Profit Corporation of Marshall, Illinois, hereinafter "Chamber".

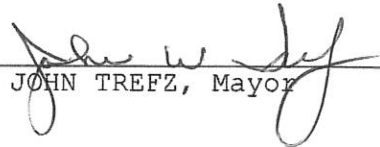
1. The chamber shall provide one person to staff the Chamber office. The Chamber shall be allowed to schedule the hours and the time frames it deems necessary to provide the best coverage based on usage.
2. The person staffing the chamber shall provide information to the public and perform the general duties required by an administrative assistant
3. City shall pay to the Chamber for the payment of staffing services the annual sum of eleven thousand five hundred dollars and no cents (\$11,500) payable in twelve equal payments of nine hundred fifty eight dollars and thirty three cents (\$958.33)
4. City shall pay to the Chamber for economic development services, the annual sum of twenty seven thousand five hundred dollars (\$27,500) payable in twelve equal payments of two thousand two hundred ninety one dollars and sixty seven cents (\$2,291.67) for the first twelve months. City shall pay to the Chamber for economic development services, the annual sum of thirty thousand dollars (\$30,000) payable in twelve equal payments of two thousand five hundred dollars (\$2,500) for the second twelve months. City shall pay to the Chamber for economic development services, the annual sum of thirty two thousand five hundred dollars (\$32,500) payable in twelve equal payments of two thousand seven hundred eight dollars and thirty three cents (\$2,708.33) for the third twelve months and City shall pay to the Chamber for economic development services, the sum of thirty five thousand dollars (\$35,000) payable in twelve equal payments of two thousand nine hundred sixteen dollars and sixty seven cents (\$2,916.67) for the fourth and final twelve months.
5. City shall provide the pamphlets, brochures and other information items to the Chamber that it wishes to be disseminated to the public.
6. The term of this agreement is from May 1, 2017 through April 30, 2021, this agreement shall automatically renew for an additional term of 4 years unless either party gives the other party written notice 45 days prior to the termination of the then current term.
7. The parties understand and agree that each is an independent contractor engaged in to the operation of its own respective business, that neither party shall be considered the agent, master or servant of the other party for any purpose and that neither has any general authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other.

8. All services must be performed by employees of Chamber. Chamber agrees that it will employ, at its own expense, the person or persons necessary to perform the services covered by this agreement, any persons so employed will be considered employees of the Chamber and not employees of the City.
9. Chamber is solely liable for any federal and state income and withholding taxes, unemployment taxes, FICA taxes and Worker's Compensation payments and premiums attributable to Chamber and any of Chamber's employees. Chamber shall indemnify City for any liability resulting from such taxes and sums.
10. This agreement may be not be assigned by Chamber without City's Consent.
11. The laws of the State of Illinois shall govern this agreement.
12. This agreement shall be binding upon the parties and their respective successors and assigns. No medications, renewal, extension, or waiver of this Agreement or any of the provisions contained in this agreement shall be binding upon either party unless made in writing and signed by each party by a person duly authorized. This Agreement constitutes the full, complete and entire agreement between City and Chamber and supersedes all prior understandings, agreements or arrangements between the parties with respect to the subject matter of this Agreement.
13. This agreement replaces the prior Services Agreement entered into between the parties.

IN WITNESS, the Parties have set their hands and seals to this 22 day of May, 2017

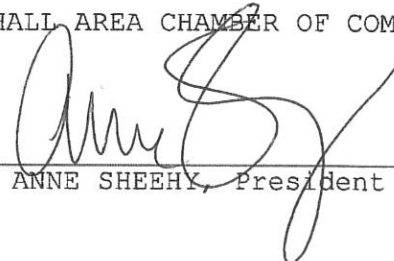
CITY OF MARSHALL

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

  
JOHN TREFZ, Mayor

MARSHALL AREA CHAMBER OF COMMERCE

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

  
ANNE SHEEHY, President