

ROUTE 66 GRANT FY24 (24-336001)

**ROUTE 66 PARK BROADWAY GREENWAY EXHIBIT AGREEMENT
BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU
AND CITY OF JOLIET**

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this _____ day of _____, 2024, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and City of Joliet (an Illinois municipality) (hereinafter "CITY"), whose address is 150 W. Jefferson Street; Joliet, IL 60432.

RECITALS

WHEREAS, CVB is an Illinois not-for-profit organization that partners with destinations to promote the historic I&M Canal National Heritage Area, Starved Rock Country, and The First Hundred Miles of Illinois Route 66; and

WHEREAS, the State of Illinois has made grant funds available to Illinois CVBs for the purpose of promoting tourism and celebrating the 100th Anniversary of Route 66, which includes attraction development along historic Route 66; and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of creating visitor attractions as part of the Route 66 project, no federal funds will be used; and

WHEREAS, CVB will provide funding for costs associated with the design, fabrication and installation of new interpretive signs for the park and Route 66 objects at Route 66 Park Broadway Greenway;

WHEREAS, as consideration for the project management (including grant reporting) of said Route 66 Park Broadway Greenway Exhibit, the CITY agrees to a one-time payment of three thousand dollars (\$3,000) to CVB to cover project management costs for the exhibit. CITY agrees to make the one-time payment on or before May 15, 2024.

WHEREAS, the CITY owns the Broadway Greenway property (920 N. Broadway) where Rich & Creamy Ice Cream Shop is located. The Rich & Creamy Ice Cream Shop has been a Route 66 "pit stop" for many tourists along the Route 66 route during the spring, summer, and fall seasons. The establishment serves as a scenic resting spot for families, children, and adults. The Rich & Creamy Ice Cream Shop serves as a central hub facility for the entire Broadway Greenway, which has a Route 66 signs throughout the 1/3 mile walking path on Broadway Street.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. The term of this agreement shall commence on or before January 1, 2024, and shall continue through June 30, 2024 unless sooner terminated in whole or in part according to the terms of the agreement. The Route 66 Broadway Greenway Park exhibit must be completed by June 30, 2024.

2. CITY shall follow state procurement guidelines and have multiple bids for project components over \$10,000. CITY will provide documentation: (1) copy of the RFP; (2) brief explanation of RFP advertising plan; (3) selection criteria/scoring sheet; and (4) vendor contract. CITY will provide statement authorizing payment to preferred vendor to CVB along with the above documentation. CITY may request vendor deposit payments up to 50% down by March 31, 2024, with balances due no later than May 31, 2024. Three bids are recommended; however, minimum two bids are required.
3. CITY will provide signage at the Route 66 Broadway Greenway Park exhibit indicating the following information: "Project funded by Illinois DCEO Route 66 Grant" and include the logos of Enjoy Illinois, CVB, and CITY. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the discretion of the CITY.
4. CITY must submit monthly performance reports along with pictures of the progress of the project. Reports should include the progress of the job, % of completion, and projected completion date. Reports are due the 10th day of the month for project work the previous month, starting April 10.
5. CVB shall not be liable for any injury or death occurring in or about the Rout 66 Broadway Greenway Park exhibit/Rich & Creamy Ice Cream Shop area (where said exhibit is placed) or for injury or death that is caused because of the condition of the exhibit itself. CVB shall not be liable for repair, replacement, or maintenance of the Route 66 Broadway Greenway exhibit after initial delivery and installation to the CITY.
6. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use/establishment of the Route 66 Broadway Greenway Park exhibit.
7. The Parties hereby acknowledge that the approximate costs for Route 66 Broadway Greenway Park exhibit are Route 66 grant eligible expenses not to exceed \$118,000 to the "contractual" grant expense category. Costs up to \$118,000 will be provided/paid by the CVB on behalf of CITY. CITY will be financially responsible for expenses exceeding the initial \$118,000 Route 66 Grant eligible expenses.

MOU/contract must be signed/executed by April 16, 2024 with payments and work completed by June 30, 2024.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

CITY OF JOLIET
Beth Beatty, City Manager

DATE _____

HERITAGE CORRIDOR CVB BY ITS AUTHORIZED AGENT
Robert Navarro, President & CEO

DATE _____

2024-03-15