

## **ROUTE 66 GRANT FY23**

### **ROUTE 66 COMMUNITY MONUMENTS AGREEMENT BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU AND CITY OF CREST HILL**

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 CRESTHILL (an Illinois municipality) (hereinafter "CITY"), whose address is 200600 City Center Boulevard, IL.

#### **RECITALS**

WHEREAS, the CITY is a non-home rule municipality pursuant to the Illinois Constitution and the Illinois Municipal Code and located within the geographic boundaries of the HERITAGE CORRIDOR CVB; and

WHEREAS, CVB is an Illinois not-for-profit organization that partners with communities to promote the historic I&M Canal National Heritage Area; and

WHEREAS, the State of Illinois has made grant funds available to CVB for the purpose of promoting tourism and celebrating the 100<sup>th</sup> Anniversary of Route 66, which includes the fabrication and delivery of Route 66 Community Monuments along The First Hundred Miles of 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 fabrication and delivery of these MONUMENTS; no federal funds will be used; and

WHEREAS, CVB will furnish a certain MONUMENT, described herein, to the CITY pursuant to the terms of this Agreement.

WHEREAS, CITY agrees to an <sup>One time</sup> ~~annual financial partnership~~ investment with CVB for \$3,000. Funds shall be paid prior to delivery of MONUMENT.

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. CVB agrees to furnish one "Route 66 Community Monument" (hereinafter "MONUMENT") described as follows: Route 66 Shield Interactive Monument; 72" tall by 14'8" wide.
2. CVB will deliver MONUMENT to a location within the CITY's jurisdictional boundaries to be determined by the CITY on or before August 31, 2023. CITY will provide a sign which includes the following "Projected funded by Illinois DCEO's Route 66 Grant" with Enjoy Illinois, CVB, and CITY logos.
3. The CITY shall not be financially responsible for the manufacture or delivery of the MONUMENT.
4. The CITY agrees to provide: a minimum of 4' poured concrete pad (or existing concrete surface) foundation for structure, built to the manufacturers' specifications at a minimum 1' all around; public space/property for MONUMENT to be erected.

5. Once delivered by manufacturer, the MONUMENT shall be the sole property and responsibility of the accepting party. CVB shall have no responsibility of any kind for the MONUMENT after delivery. CITY will maintain the MONUMENT through Route 66 Centennial in 2026.
6. CVB shall not be liable for any injury or death occurring in or about the area where the MONUMENT is placed, or for injury or death that is caused because of the condition of the MONUMENT itself, or because for the foundation of which the MONUMENT was placed.
7. MONUMENT shall be delivered as-is and the CVB makes no warranties of any kind either express, implied, or statutory related to the MONUMENT. **This needs to be addressed, Need assurances monument is not damaged when it is delivered.**
8. CVB shall not be liable for repair, replacement, or maintenance of the MONUMENT after delivery of the MONUMENT to the CITY.
9. Once the MONUMENT is installed the CITY along with the CVB will plan a “public announcement event”.
10. 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 sue and placement of MONUMENT.
11. The approximate cost for the procurement of the MONUMENT is a Route 66 grant eligible expense of less than \$12,000 for fabrication and delivery, the entire cost of which is paid with the Route 66 grant provided by the CVB.

***All contracts must be signed/executed by June 30, 2023 with payments completed by July 31, 2023.***

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

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

DATE \_\_\_\_\_

\_\_\_\_\_  
VILLAGE OF CREST HILL  
BY ITS AUTHORIZED AGENT  
Ray Soliman, Mayor

DATE \_\_\_\_\_

\_\_\_\_\_  
CIT OF CREST HILL  
City Administrator, Village Clerk  
Jim Marino, City Administrator

DATE \_\_\_\_\_