

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HOTEL AND LEISURE ADVISORS, LLC FOR A FEASIBILITY STUDY TO DETERMINE THE VIABILITY OF THE DEVELOPMENT AND CONSTRUCTION OF A SPORTS COMPLEX IN WARDS 2 OR 3 FOR THE CONVENTION AND VISITORS BUREAU, IN AN AMOUNT NOT TO EXCEED \$35,000.00.

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City desires to obtain professional services for a feasibility study to determine the viability of the development and construction of a sports complex within Ward 2 or Ward 3 through the Springfield Convention and Visitors Bureau ("SCVB"); and

WHEREAS, Hotel and Leisure Advisors, LLC ("H&LA") possess the necessary qualifications and expertise and willing to provide said services to the City for an amount not to exceed \$35,000.00; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an agreement with H&LA.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes an agreement with Hotel and Leisure Advisors, LLC for a feasibility study to determine the viability of the development and construction of a sports complex at a yet undetermined location within Ward 2 or Ward 3 through the Springfield Convention and Visitors Bureau ("SCVB") in an amount not to exceed \$35,000.00. The Mayor and City Clerk are authorized to execute an agreement on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment of \$35,000.00 to Hotel and Leisure Advisors, LLC from account number 021-VISIT-VISIT-1218 in accordance with the terms of the agreement.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2019

SIGNED: _____, 2019

RECORDED: _____, 2019

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Alderwoman Doris Turner
Alderman Herman Senor

Office of Corporation Counsel / Date

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SPRINGFIELD
AND HOTEL AND LEISURE ADVISORS, LLC**

THIS AGREEMENT is made and entered into as of _____ 2019, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), and **HOTEL AND LEISURE ADVISORS, LLC**, an Ohio limited liability company ("H&LA").

WITNESSETH:

WHEREAS, the City desires to obtain professional services to assist the City of Springfield in a feasibility study to determine the viability of the development and construction of a sports complex at a yet undetermined location within Wards 2 or 3 through the Springfield Convention and Visitors Bureau ("SCVB"); and

WHEREAS, H&LA possesses the necessary qualifications and expertise to provide said services to the City.

NOW, THEREFORE, in consideration of the aforesaid premises and the promises, covenants and undertakings hereinafter set forth, the parties mutually agree as follows:

**SECTION I
Scope and Performance of Services**

H&LA agrees to perform the services requested by the SCVB which are described in its proposal, a copy of which is attached hereto and incorporated by reference herein as Exhibit A (the "Proposal"). To the extent the terms of the Proposal conflict with the terms of this Agreement, the terms of this Agreement shall prevail. H&LA shall coordinate its activities and report all findings to the Director of SCVB, Scott Dahl. H&LA shall work diligently to complete the Services. All assessments, documentation, reports, and recommendations prepared or provided by H&LA shall represent the professional judgment and expertise of its employees performing the Services. The Services shall be completed by _____, 2019, unless the parties mutually agree to extend the date.

**SECTION II
Term and Termination**

This Agreement shall commence on the date first typewritten above and shall continue until H&LA completes and the City accepts the Services. The City may terminate this agreement upon thirty (30) days prior written notice. Upon such early termination, the City will pay H&LA for all work completed according to the pricing set forth below to compensate H&LA for Services satisfactorily performed prior to such termination. In the event of early termination, the City will have all rights to materials developed to the date of termination.

**SECTION III
Compensation**

The City will pay H&LA a total amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) for the Services.

Notwithstanding anything to the contrary contained in the Proposal, the fees for the Services and approved reimbursable expenses shall be payable as follows.

- 1) 50% to begin the assignment.
- 2) 25% when the rough draft is presented.
- 3) Final 25% when the final documents are delivered and accepted by City.

H&LA will submit invoices to the City in accordance the above with mutually agreeable milestones. The City will pay invoiced amounts that are not the subject of a good faith dispute within thirty (30) days of receipt of an invoice. The City will only be liable for Services actually performed. All fees not paid when due hereunder shall bear interest at the rate and in accordance with the terms set forth in the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

The total amount of fees for the Services, out of pocket expenses and any other amount due under this Agreement shall not exceed \$35,000. This contract does not authorize an expenditure of City funds in excess of \$35,000 unless the City Council of the City specifically approves an additional expenditure. H&LA agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the total amount billed to the City exceeds the amount so authorized by the City Council.

SECTION IV Compliance with Law

H&LA shall, in carrying out the provisions of this Agreement, comply with all applicable local, state and federal laws and regulations pertaining to the Services.

SECTION V Relationship

H&LA is an independent contractor and shall not be deemed a partner or agent of, or joint venturer with, the City. Neither party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without the prior written consent of such other party.

H&LA hereby acknowledges that it: (i) has no personal or financial interest in the Services other than the fee it is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services; and (iii) does not and will not employ or engage any person with a personal or financial interest in any part of the Services.

SECTION VI Records

H&LA agrees to keep and maintain proper books of record and accounts in which complete and correct entries shall be made. These books shall be available at all reasonable times for examination by the City with respect to the Services.

SECTION VII
Ownership and Confidentiality of Documents

All documents, reports, data and other material collected or prepared by H&LA pursuant to this Agreement, both originals and copies, shall be the property of the City. All such documents, reports and materials collected or prepared by H&LA, including any as may have been furnished to it by the City or any member thereof, shall be confidential and shall not be used by H&LA or made available to any other entity or person except upon the prior written consent of the City or except as may be necessary to perform the Services or as required by law.

SECTION VIII
Applicable Law

This Agreement shall in all respects be governed by the laws of the State of Illinois. The parties voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and H&LA. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

SECTION IX
Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) days after their deposit in the United States mail, postage prepaid.

If to City:

Office of Corporation Counsel
City of Springfield
Room 800 Municipal Center East
Springfield IL 62701

If to H&LA:

David Sangree
Hotel and Leisure Advisors, LLC.
14805 Detroit Avenue
Cleveland, OH 44107

SECTION X
Miscellaneous

- i. This Agreement is not intended to benefit any third party.
- ii. The City expressly reserves the right to engage the services of any other consultant at all times.
- iii. This Agreement shall not be assigned by either party without the prior written consent of the other party. No part of the Services shall be subcontracted without written approval of the City.
- iv. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law.

v. Time is of the essence of this Agreement.

vi. No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.

vii. H&LA certifies that it: (i) is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, et seq.; and (iv) will comply with the nondiscrimination provisions of all applicable laws, including Chapter 93 of the 1988 City of the City Code of Ordinances, as amended.

SECTION XI Entire Agreement

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes any and all prior agreements, understandings, representations and discussions between the parties.

Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first typewritten above.

HOTEL AND LEISURE ADVISORS, LLC

By: _____
David Sangree, Principal

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

By: _____
Mayor James O. Langfelder

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 4/16/19

OFFICE REQUESTING: Aldermen Turner and Senor

CONTACT PERSON: _____

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Consultant Agreement

FISCAL IMPACT: \$35,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

Professional Services Agreement with Hotel and Leisure Advisors, LLC for a feasibility study to determine the viability of the development and construction of a sports complex in Wards 2 or 3 for the Convention and Visitors Bureau, in an amount not to exceed \$35,000.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
draft agreement

CONTRACTOR / VENDOR NAME: Hotel and Leisure Advisors, LLC

VENDOR NO: _____

CONTRACT TERM: _____ CONTRACT # _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$35,000

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☒ Other: Professional Services

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VISIT	VISIT	1218	\$35,000.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Aldermen Turner and Senor are requesting a Professional Services Agreement with Hotel and Leisure Advisors, LLC for a feasibility study to determine the viability of the development and construction of a sports complex in Wards 2 or 3 for the Convention and Visitors Bureau, in an amount not to exceed \$35,000.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)