

BUSINESS RETENTION CONSULTING SERVICES CONTRACT

This Business Retention Consulting Services Contract ("Contract") is made and entered into this _____ day of _____, 2012, by and between the VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation, whose address is 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 ("Village") and the ORLAND PARK AREA CHAMBER OF COMMERCE, an Illinois not-for-profit corporation, whose address is 8799 W. 151st Street, Orland Park, Illinois 60462 ("OPACC").

WITNESSETH:

WHEREAS, the Village wishes to supplement its economic development efforts through a business retention program; and

WHEREAS, OPACC wishes to assist the Village with its business retention efforts.

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term: This Contract shall extend from the date of execution hereof until December 31, 2012, and may be cancelled by either party upon thirty (30) days prior written notice.

2. Renewals: This Contract may be renewed for one additional year 12 month period upon mutual written agreement of the parties.

3. Scope of Services: See Attachment A incorporated herein by reference.

4. Survey Instrument: See Attachment B incorporated herein by reference.

5. OPACC Obligations: OPACC shall, in addition to those obligations and duties described in Attachment A:

- Serve as a point of contact for business retention services on behalf of the Village;
- Ensure that the Village is proactively reaching out to existing businesses within the incorporated boundaries of the Village;

- Schedule and conduct a minimum of 60 business-to-business interviews of Village businesses to gain knowledge of concerns or issues of the existing business community; assist with identifying opportunities for business expansion; and gather information on suppliers or customers that may be interested in expanding in the Village; and
- Provide an annual business retention report to the Village that summarizes the outcomes and results of the program for the Contract Term. This report should be submitted to the Village no later than 60 days after the end of the Contract Term.

6. Fees and Expenses: In exchange for the services provided, the Village shall pay OPACC a fee of \$110.00 for each business retention visit made on behalf of the Village in the manner provided herein. Each visit by OPACC shall be documented as outlined in Attachment A. The Village also agrees to pay an \$11.00 administrative fee for each visit. The maximum total of fees and expenses due and owing OPACC by the Village shall be \$12,100.00. It is agreed that a minimum of 10 visits shall be completed by OPACC each month of this Contract, and no more than 100 visits shall take place during the Contract Term.

7. Notices: Any notice required by this Contract shall be in writing and addressed to the other party at the address set forth above.

8. Entire Agreement: This Contract constitutes the entire agreement between the parties.

9. Amendments: This Contract shall not be amended or modified except in a writing signed by both parties and attached hereto.

VILLAGE OF ORLAND PARK,
an Illinois home rule municipal corporation

ORLAND PARK AREA CHAMBER
OF COMMERCE, an Illinois not-for-profit
corporation

By: _____
Authorized Officer

By: _____
Authorized Officer