

**KEEP NORTHERN ILLINOIS BEAUTIFUL AGREEMENT FOR THE DISBURSEMENT  
OF GENERAL FUNDS**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between the City of Rockford Department of Community Development, on behalf of the City of Rockford, a municipal corporation (hereinafter referred to as the "City"), and Keep Northern Illinois Beautiful and affiliate of Keep America Beautiful (hereinafter referred to as "KNIB"), sets forth the terms and conditions under which General Funds (hereinafter referred to as "General Funds") will be disbursed by the City to KNIB.

WHEREAS the City allocates and may grant funds under the General Fund; and

WHEREAS the purpose of this cooperative program includes the development, marketing, coordination and implementation of environmental improvements through education, public awareness and community involvement; and

WHEREAS another purpose of this cooperative program is to promote partnerships among the City and non-profit organizations in order to more effectively implement such programs and projects; and

WHEREAS legislation allows for a unit of local government to grant General Funds for programs and the implementation of improvements to the environment; and

WHEREAS KNIB is willing to undertake such activities; and

WHEREAS the City and KNIB have a relationship for the granting of General Funds on a fee for service basis; and

WHEREAS the City Council, through Ordinance has agreed to fund the application of KNIB through General Funds; and

NOW THEREFORE, the City and KNIB do hereby agree to the following terms and conditions with respect to the granting of funds from the General Fund.

**I. TERMS AND CONDITIONS**

- 1.1 This Agreement shall commence on January 1, 2026 or upon City Council approval, and shall expire December 31, 2028 subject to the conditions contained herein.
- 1.2 The City and KNIB agree that they have developed a "Services" during the term of this Agreement. The Services for 2026 - 2028 has been developed, and a copy of the subject Services is attached hereto and incorporated herein as Exhibit "A."

**II. AMOUNT OF FUNDING**

- 2.1 The amount of fee for service funds available to KNIB under this Agreement shall be a maximum of \$60,000.00 per calendar year. Payment for 2026 will be made in a lump sum at the beginning of the year or upon City Council approval. Payment for 2027 and 2028 will be made in a lump sum upon receipt of satisfactory annual report.
- 2.2 Said funding shall be contingent upon the satisfactory performance as determined by the City and as agreed to by the parties pursuant to the annual "Service Review" described in Article I above.
- 2.3 Any funds not expended by KNIB during the term of this Agreement shall be deobligated and returned to the City.

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2.4 No funds provided under this Agreement shall be used for the acquisition, maintenance, development and/or demolition of real estate including but not limited to the payment of acquisition costs, professional fees and/or commissions, closing costs, holding costs, maintenance costs, utility costs, and/or real estate taxes.

### **III. PERFORMANCE MEASUREMENTS**

Under this Agreement, KNIB will complete the activities as outlined in the Service Review. Substantial completion of all of the Service Activities as outlined in the Service Review will be required and used as the measure of the KNIB's performance.

### **IV. INCORPORATION OF OTHER DOCUMENTS**

It is understood that the parties to this Agreement shall comply with the State of Illinois law and any related rules, as may be amended from time to time, and that the terms and conditions of such rules are expressly incorporated by, and made a part of, this Agreement.

### **V. INDEMNIFICATION AND INSURANCE**

KNIB, its subcontractors and agent(s), hereby release and convey and agree to indemnify and save harmless the City of Rockford, its representatives, officers, agents and employees from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or by virtue of the execution and performance of this Agreement or any other Agreement entered into pursuant to this Agreement. In the event that any action or proceeding is brought against the City, its representatives, officers, agents and/or its employees by reason of any such claim or demand, the KNIB will, at its sole cost and expense, resist or defend such action or proceeding.

### **VI. CONFLICT OF INTEREST**

The City and KNIB hereby covenant and agree:

6.1 No person described below who exercises or has exercised any functions or responsibilities with respect to activities assisted with General Funds or are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from the General Fund assisted project, or have an interest in a contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This conflict of interest provision applies to any person who is an employer, agent, consultant, officer, elected official, or appointed official of the City.

6.2 These provisions shall also apply to employees of KNIB.

6.3 These provisions shall also apply to the unpaid members of the board of directors, insofar as they are consistent with KNIB Bylaws.

### **VII. LIAISON**

The Director of the Department of Community and Economic Development shall designate one member of City staff to serve as liaison with KNIB.

### **VIII. PROGRESS REPORTS**

KNIB shall submit an annual progress report to the City which address how the goals of the service review

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have been achieved. If they have not been achieved, an explanation needs to be provided. Said Progress reports shall be submitted no later than February 1 following the program year.

### **IX.**

#### **TERMINATION**

- 9.1 **Events Causing Termination.** This Agreement shall terminate upon any of the following events:
  - a. Voluntary or involuntary dissolution of KNIB.
  - b. Termination for convenience by a written request from KNIB granted by the City, to terminate its duties under this Agreement. The City may terminate this Agreement with the consent of KNIB. The parties shall agree upon the conditions for termination.
  - c. Expiration of the term of this Agreement as set forth in Article I above.
  - d. Termination by the City for cause pursuant to Section 9.2 below.
- 9.2 **Termination for Cause.** If, through any cause, KNIB shall fail to fulfill in a timely and proper manner its obligations under this Agreement, specifically, but not limited to the successful completion of activities as outline in section III, the City shall thereupon have the right to terminate this Agreement by giving written notice to KNIB of such termination and specifying the effective date of such termination, at least sixty (60) days before the effective date of such termination. This provision may be waived at the discretion of the City. In the event that KNIB corrects or cures said default to the satisfaction of the City prior to said date, this Agreement shall not be terminated for cause by the City.
- 9.3 **Liabilities upon Termination.** In event of termination, all finished or unfinished documents, data, studies and reports prepared by KNIB under this Agreement shall, at the option of the City, be turned over to the City and become its property, and KNIB shall be entitled to receive just and equitable compensation for any satisfactory work or services rendered prior to termination. Additionally, if termination is for other than expiration of term, all unexpended grant funds held by KNIB shall be returned to the City. Notwithstanding the above, KNIB shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payments to KNIB for the purpose of setoff until such time as the exact amount of damages due the City from KNIB is determined.
- 9.4 **Remedies Other Than Termination.** Should review of KNIB Town's performance show nonconformity with any terms or conditions herein, KNIB shall be in breach of this Agreement, and the City may take appropriate action as it deems necessary, including but not limited to temporary withholding or reduction of payment, or suspension of General Funds program operations. The selection of a remedy, other than termination, shall not prevent the City from subsequently terminating this Agreement as described herein.
- 9.5 **Reversion of KNIB Property Upon Termination.** Upon termination of this Agreement, for any reason whatsoever, all records with regard to the use of General operating funds shall become property of the City.

### **X.**

#### **ADMINISTRATION**

The terms and provisions of this Agreement shall be administered on behalf of the City by its Director of Community and Economic Development or an assigned person. Unless law otherwise requires, all necessary notices, submissions and approvals shall be given to or by the Director.

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**XI. NOTICES**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by United States mail, postage prepaid, to the following addresses:

**AS TO THE CITY**

Director, Community & Economic Development  
City of Rockford  
425 East State Street  
Rockford, Illinois 61104

**AS TO Keep Northern Illinois Beautiful**

Ms. Pamela Osborne, Executive Director  
Keep Northern Illinois Beautiful  
4665 Hydraulic Avenue  
Rockford, Illinois 61109

**XII. AMENDMENTS**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The City or KNIB may request changes. Such changes, including any increase or decrease in the amount of compensation for KNIB which are mutually agreed upon by and between the City and KNIB shall be incorporated in written amendments to this Agreement, subject to City Council approval.

**XIII. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

**XIV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

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**KEEP NORTHERN ILLINOIS BEAUTIFUL**

By: \_\_\_\_\_  
Pamela Osborne, Executive Director

**CITY OF ROCKFORD**

By: \_\_\_\_\_  
Thomas P. McNamara, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Angela L. Hammer, Legal Director

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**EXHIBIT A**

**Keep Northern Illinois Beautiful** is a 501(c)(3) non-profit public education organization. Our mission is to improve our environment through education, public awareness and community involvement. We are committed to involving individuals in actions that enhance civic vitality: becoming informed; preventing and cleaning up litter; safely disposing of household waste, including toxic substances that can contaminate groundwater and drinking water; and recycling to reduce the community's solid waste footprint. These focus areas make neighborhoods safer, commercial corridors more vibrant and public spaces more beautiful. They contribute to the health and well-being of residents, while keeping our local environment clean, green and healthy. Keep Northern Illinois Beautiful is North Central Illinois' only affiliate of Keep America Beautiful, the nation's largest volunteer-based community action and education organization and has been operating continuously in the Rockford area since 1988.

**Funding Request**                    \$60,000

**Total Operating Budget**        \$475,336

**Organizational Projects funding requests**

**The Rockford Recycle Center** provides convenient biweekly, volunteer-assisted, drop-off service at 4665 Hydraulic Road. We make it possible for city residents who do not have curbside bins to recycle, (such as residents living in condos and multi-family apartments); and those residents who do have curbside service but have big items, large quantities, or items that are not accepted at curbside pickup. The items not accepted for curbside pickup are primarily Electronics. Even though we charge for TV's & Monitors, we lost the revenue from electronics plus we had to hire a warehouse assistant to help get the TV's and electronics wrapped and packaged correctly to go to the recycler per the program's specifications. There is a lot more work involved being in this program.

The Rockford Recycle Center collects the standard recyclables as well as metal, small and large appliances, (including appliances with Freon in them), clothing and textiles.

**Budget**

Administration	\$70,000
Building Cost	\$16,488
Supplies, Utilities & Maint	<u>\$28,840</u>
	<b>\$115,328</b>

**Great American Cleanup and Litter index** is focused on removing the winter's accumulation of litter on over 310 miles of Rockford area streets and highways. The Litter index determines where the most accumulation of litter may be. We use this when volunteers ask where to clean. This is also used by Keep American Beautiful. They collect the required Litter Index from all 700 affiliates across the US to determine areas with the most litter. Keep American Beautiful has a movement called Greatest American Clean-up. They used all the data and did a survey to determine there are 50 billion pieces of trash to clean up. The affiliates and KAB is making it a goal to pick up at least 25 billion of that by July 2026, which is the 250<sup>th</sup> anniversary of American. Counties, Cities, Wards, Businesses, Associations or individual people can go to KAB.org and pledge to help clean up.

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Each year over 55,000 lbs of trash are picked up. The presence of litter reduces property values and contributes to blight and crime. The Great American Clean-up, by removing debris, contributed to both economic and neighborhood vitality. Even though volunteers sign up year around, we are still dedicated to the Ward and Association clean ups. Since the weather did not always cooperate on the last Saturday in April, our Alderman and neighborhood associations can still plan that day or a different day that may work for them. For the Alderman, associations and large groups call KNIB about a clean-up day you would like, We will help you plan, deliver supplies to a site you choose and register this on our calendar's. KNIB will also do a presentation about the clean up and leave brochures and posters to pass out to your residence if requested. We have digital versions available also.

### **Budget**

Administration	\$10,800
Advertising & Printing	\$ 1,200
	<b>\$12,000</b>

**Unused/Expired Medication Collection** provides a completely safe and cost-free avenue for City of Rockford residents to dispose of unused/unwanted/expired medications, protecting the city's drinking and ground water. The collection is accomplished in partnership with Mercyhealth System, SwedishAmerican, a Division of UW Health, OSF St. Anthony Medical Center, University of Illinois College of Pharmacy at Rockford, the Rock River Water Reclamation District, as well as major pharmacies, law enforcement and other collaborators.

### **Budget**

Administration	\$12,200
Advertising & Printing	\$ 1,500
	<b>\$12,700</b>

**Environmental Education** provides an avenue for City of Rockford residents to educate the public about recycling and how and what to put in the recycle bins. We do this by giving classes, going into schools, putting up tables and creating videos on our website. We answer hundreds of phone calls every week about what we take, and what the Hazardous Waste site takes. We have resources to help Rockford residents recycle their items.

### **Budget**

Administration	\$35,000
Advertising & Printing	\$ 2,500
	<b>\$37,500</b>