

FUNDING AGREEMENT

THIS AGREEMENT ("AGREEMENT"), entered into this _____ day of _____, 2025, by and between the City of Rockford, an Illinois municipal corporation ("City"), and Northwestern Illinois Area Agency on Aging, an Illinois not-for-profit corporation ("NIAAA") 1111 South Alpine Road, Suite 600, Rockford, Illinois, and with such entities collectively referred to in this Agreement as the "Parties".

RECITALS

WHEREAS, the City has available funds as a result of ARPA funding to the benefit of the community and is allocating \$300,000 to assist NIAAA in the establishment of a Senior Center; and

WHEREAS, NIAAA will lease a portion of 5505 East State Street for NIAAA office and the establishment of a Senior Center; the City recognizes the need for the establishment of a Senior Center in the City of Rockford; and

WHEREAS, NIAAA will assist in financially supporting the establishment and operations of a Senior Center at 5505 East State Street while also creating a separate not-for-profit for long term stability of the Senior Center; and

WHEREAS, NIAAA is dedicated to meeting the needs of older adults, individuals with disabilities aged 18 to 59 years, and their families by ensuring access to comprehensive services that promote healthy aging, independence, and well-being; and

WHEREAS, the City shall make a funding commitment to NIAAA in the amount of One Hundred Thousand (\$100,000) annually over the next three years to support the establishment of the Senior Center at 5505 East State Street;

NOW, THEREFORE, BE IT RESOLVED, the City and NIAAA mutually agree as follows:

1. **RECITALS.** The above recitals are incorporated in this Agreement by this reference and made a part of this Agreement.
2. **CITY RESPONSIBILITIES.**
 - A. The City shall provide funding to NIAAA in the amount of One Hundred Thousand Dollars (\$100,000) annually for a period of three years totaling not to exceed amount of Three Hundred Thousand Dollars (\$300,000) for operational costs related to establishment of a Senior Center at 5505 East State Street, Rockford, Illinois identified in Project Plan which is attached hereto and incorporated herein as Exhibit "A."

3. TERM. The term of this Agreement shall be for four (4) year from date of execution of this Agreement.
4. PAYMENTS. The City shall provide funds to NIAAA on an annual basis in three equal installments of One Hundred Thousand Dollars (\$100,000) with the first payment of One Hundred Thousand Dollars (\$100,000) provided upon establishment and opening of the Senior Center with the second and third payment of One Hundred Thousand Dollars (\$100,000) each consecutive year made at the anniversary date of the first payment.
5. FUNDING AND USE OF FUNDS.
 - A. NIAAA shall establish the Senior Center within 12 months of execution of the agreement.
 - B. NIAAA shall use funds solely for operation costs in the operation of the Senior Center as described in this Agreement.
 - C. All funds will be held, managed and expended by NIAAA and dedicated solely to this effort.
 - D. NIAAA shall provide appropriate documentation of eligible costs acceptable to the City, as the Senior Center is established and operating no less than on an annual basis and as requested by the City.
 - E. Any funds not utilized per the terms of this development agreement prior to the termination or expiration of this agreement shall be returned to the City.
6. DOCUMENTATION. NIAAA shall maintain documentation for all expenditures to verify payment of eligible costs. NIAAA shall provide documentation annually and upon request from the City.
 - A. Funding from the City of Rockford may include expenditures for facility rent and CAM, Utilities, Director Salary, Phone and Internet, IT Support, Office Supplies, Marketing, Postage fees, Copier Service, Cleaning expenses, etc.
 - B. Expense reports and evidence of expenditures will be made available to the City or Rockford on an annual basis or when requested with 10 working days of request.
7. PERMITTING AND CODES. NIAAA shall apply to the City for any necessary building permits for the renovations to be made by the NIAAA by submitting all plans and specifications required pursuant to the City Code. NIAAA shall be responsible for all building permit fees. The City shall review any building permit application as provided in the City Code. Any plans and specifications and all other required submissions shall also comply with this Agreement and all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to renovations including any historic preservation requirements.

8. INDEPENDENT CONTRACTOR. NIAAA shall perform as an independent contractor with sole control of the manner and means of performing the establishment of the Senior Center this Agreement. NIAAA shall complete this Agreement according to NIAAA's own means and methods of work, which shall be in the exclusive charge and control of NIAAA and which shall not be subject to control or supervision by the City except as to the result of the work. NIAAA is, for all purposes arising out of this Agreement, an independent contractor, and neither NIAAA employees shall be deemed an employee of the City, by reason of this Agreement.
9. INDEMNIFICATION AND INSURANCE. NIAAA, 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, NIAAA will at its sole cost and expense, resist or defend such action or proceeding.

All insurance policies shall provide that they may not be cancelled or modified, except for increase in coverage, without thirty (30) days, prior-written notice to the City. All insurance required hereunder shall be by a company or companies licensed to conduct business in the State of Illinois.

10. NON-ASSIGNABILITY. This Agreement and the funding provided hereunder shall not be assignable, without the approval of the City, either by action of NIAAA or by operation and execution of this Agreement.
11. LEGAL COMPLIANCE. In all matters pertaining to this Agreement, NIAAA and the City shall conform strictly to all federal, state and municipal laws, applicable rules and regulations, and any and all amendments thereto, and to the methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies.
12. NON-DISCRIMINATION. NIAAA agrees to comply and assure that no unlawful discrimination against any person or group of persons on account of race, sex, creed, color, age, handicap, or national origin shall be made in the provision of services, or in any other manner in performance of this Agreement.
13. CONFLICT OF INTEREST. The City and NIAAA hereby covenant and agree:
 - A. No member of the City Council, nor any other public official who exercises any functions or responsibilities with respect to this program during the individual's term or for one year thereafter, shall have any personal or financial interest, direct or indirect, other than the employee's salary, in any matter to be performed in connection with the assistance under this Agreement.

B. The provisions of subparagraph A shall also apply to employees of the NIAAA.

14. TERMINATION.

A. **Events Causing Termination.** This Agreement shall terminate upon any of the following events:

- i. Voluntary or involuntary dissolution of NIAAA, or a request from the NIAAA, granted by the City, to terminate its duties under this Agreement.
- ii. Termination by the City for cause pursuant to subparagraph (b) of this paragraph.

B. **Termination for Cause.** If, through any cause, NIAAA shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if NIAAA shall violate any of the covenants, agreements or stipulations of this contract, the City shall give written notice to NIAAA of such violation. In the event that NIAAA neglects or refuses to correct or cure said violation to the satisfaction of the City within sixty (60) days of its receipt of notice, then to the extent that a material or substantive breach of this Agreement still exists as of said date, this Agreement shall be void and the parties shall be subject to the liabilities set forth below.

C. **Liabilities Upon Termination.** In the event of termination, NIAAA shall be entitled to receive just and equitable compensation for any expenses properly incurred under this Agreement, prior to notice of termination. Notwithstanding the above NIAAA shall not be relieved of liability to the City damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payments to NIAAA for the purpose of set off until such time as the exact amount of damages due the City from NIAAA is determined.

D. **Remedies Other Than Termination.** Should review of NIAAA performance show nonconformance to any terms or conditions herein, NIAAA shall be in breach of this Agreement, and the City may take appropriate actions as it deems necessary, including but not limited to temporary withholding or reduction of payment. The selection of a remedy other than termination shall not prevent the City from subsequently terminating this Agreement as described herein.

15. WAIVER. Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

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

17. 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 hand delivered or sent by United States registered mail, postage prepaid, at the following addresses:

AS TO THE CITY:

Director,
Community & Economic Development Department
City of Rockford
425 E. State Street
Rockford, Illinois 61104

With copies to:
Legal Director
City of Rockford
425 E State Street
Rockford, Illinois 61104

AS TO THE
NIAAA:

Jeffrey Barnes
Executive Director
1111 S. Alpine Rd, suite 600
Rockford, IL. 61108

18. AMENDMENTS. This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

Any amendment(s) hereto must be approved by the City Council of the City of Rockford by resolution.

The City or NIAAA may request changes in the terms hereunder. Such changes, including any increase or decrease in the amount of compensation for NIAAA, which are mutually agreed upon by and between the City and NIAAA shall be incorporated in written amendments to this Agreement.

19. 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 effected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

20. GOVERNING LAW. This Agreement shall be governed by and construe in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

21. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. ENTIRE AGREEMENT. The parties acknowledge and agree that this Agreement represents the entire agreement between the parties.

23. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement or any act of the City or NIAAA shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal, or agent limited or general partnership, joint venture or any association or relationship involving the City.

24. FORCE MAJEURE. Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this agreement, for any failure or delay to fulfill its obligations under this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, but not limited to, the following force majeure events: acts of God, acts of the public enemy, wars, invasions, hostilities, state or federal governmental action, laws, orders, or rules, acts of terrorism, fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, national or regional emergencies, labor difficulties, freight embargoes, and transportation shortages. The party claiming excuse from performance ("Claiming Party") must take reasonable efforts to remove the cause of its inability to perform or its delay in performance. The Claiming Party must give prompt written notice to the other party of the Force Majeure Event, specifying its nature and anticipated duration, and provide an estimate of when performance may continue.

25. AUTHORITY.

- A. Actions. The City covenants to NIAAA and agrees that the City will take such actions as may be required and necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties, and obligations on its part to be kept and performed as provided by the teams and provisions hereof.
- B. Powers. The City hereby represents and warrants to NIAAA that the City has full constitutional and lawful right, power, and authority under currently applicable law to execute, deliver, and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by any necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. NIAAA hereby represents and warrants that it is a duly organized, validly existing Illinois corporation and that it

has the right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid, and binding obligation of NIAAA, enforceable in accordance with its terms and provisions.

IN WITNESS WHEREOF, the City and NIAAA have executed this Agreement on the date above first written.

CITY OF ROCKFORD
A Municipal Corporation

BY: _____
Thomas P. McNamara, Mayor _____
Date

ATTEST: _____
Angela Hammer, Legal Director _____
Date

NIAAA

BY: _____
Date