

## **AGREEMENT**

THIS AGREEMENT ("AGREEMENT"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Rockford, an Illinois municipal corporation ("CITY"), and Rockford Area Convention & Visitors Bureau, an Illinois not-for-profit corporation ("GoRockford"), and with such entities collectively referred to in this Agreement as the "Parties".

### **RECITALS**

WHEREAS, the City of Rockford seeks to strengthen its local economy by supporting efforts that lead to increases in resident population, business attraction, and community branding efforts that generate economic activity and employment; and

WHEREAS, GoRockford serves as the official destination marketing and tourism organization for the Rockford region, with experience in promoting the City as a place to live, work, visit, and invest; and

WHEREAS, coordinated marketing and promotional efforts are essential to attracting talent, supporting local businesses, and enhancing the City's regional and national profile; and

WHEREAS, GoRockford has demonstrated the capacity to plan, implement, and measure marketing initiatives that align with the City's economic development and attraction objectives; and

WHEREAS, the City Council finds that investing in targeted marketing activities through a partnership with GoRockford and private sector partners represents a cost-effective strategy to leverage regional expertise and existing promotional infrastructure; and

WHEREAS, such marketing efforts support broader City goals including community revitalization, cultural and recreational promotion, workforce attraction, and increased utilization of local amenities and events; and

WHEREAS, funds for this agreement have been identified within the City's approved Casino funding plan and may be used for marketing and promotional services consistent with municipal purposes; and

NOW, THEREFORE, BE IT RESOLVED, the following duties and functions with regard to the *Made for Rockford Marketing Program*:

### **I. GoRockford DUTIES & OBLIGATIONS**

- A. **Scope of Services:** In coordination with the City, GoRockford shall perform the marketing services outlined in the GoRockford Contracted Supplemental Marketing Services Proposal attached hereto as **Exhibit A**.

B. **Documentation:** GoRockford shall maintain documentation (i.e., receipts) for all expenditures to verify payment of eligible costs. GoRockford shall produce said documentation upon request from the City.

## II. CITY DUTIES & OBLIGATIONS

- A. The City shall work in partnership with GoRockford to carry out the implementation of the Made for Rockford Marketing Program.
- B. The City shall pay GoRockford 50% of the contracted service cost for supplemental marketing outlined in **Exhibit A**, of \$100,000, on or within 30 days of January 1, 2026 and City Council approval and the remaining 50% of \$100,000, on or within 30 days of January 1, 2027.

## III. JOINT CITY-GoRockford RESPONSIBILITIES

- A. The City and GoRockford will work together to raise a matching amount of \$200,000 to be applied towards additional advertising and promotional expenses, and other related marketing costs outside of management in accordance with **Exhibit A**.
- B. A report will be delivered no less than annually during the term of this Agreement to the Planning and Development Committee outlining the performance of the *Made for Rockford Marketing Program* and what has been accomplished together with this program.
- C. Both the City and GoRockford will identify a key contact person. The key contacts will maintain frequent communication to facilitate cooperation under this Agreement and to work together to determine appropriate timelines for projects, updates and status reports. Key contacts will keep a copy of all documents on file as it pertains to this Agreement.

## IV. FUNDING & USE OF FUNDS

- A. With cooperation from the City, GoRockford will use funding to implement the Proposed Components in **Exhibit A**, including, but not limited to:
  1. **Development of a “live/work/play here” website/portal for the city**
  2. **Media Outreach/Focused PR**
  3. **External and Online Advertising**
- B. All funds will be held, managed and expended by GoRockford and dedicated solely to this effort.
- C. The funds utilized by the City shall be appropriated from the casino tax revenue plan. Nothing in this Agreement shall constitute or create an obligation of the City's general fund.

## V. INDEMNIFICATION AND INSURANCE

A. **Mutual Release and Indemnification:** The City and GoRockford, their contractors, subcontractors, employees and agent(s) hereby release and covenant and agree to indemnify and hold harmless one another 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 virtue of the execution and performance of this Agreement.

## VI. DEFAULT AND REMEDIES

A. **Default by GoRockford:** Should review by the City of GoRockford's performance show material nonconformity with any terms or conditions herein, GoRockford 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 payments or seeking reimbursement of any and all funds paid by the City to GoRockford under this Agreement. The selection of a remedy other than termination shall not prevent the City from subsequently terminating this Agreement as described herein.

Upon receiving written notice from the City of any failure to perform and execute the terms and conditions of the Agreement, GoRockford shall have sixty (60) days to cure said non-performance. City and GoRockford shall agree, in writing, that the terms and conditions of the Agreement have been rectified and any payments withheld shall be executed within ten (10) days of the rectified agreement.

B. **Default by City:** Should there be material nonconformity with any terms or conditions herein by the City, the City shall be in breach of this Agreement, and GoRockford may take appropriate actions as it deems necessary, including but not limited to temporary withholding of any services contemplated by the Agreement. The selection of a remedy other than termination shall not prevent GoRockford from subsequently terminating this Agreement as described herein.

Upon receiving written notice from GoRockford of any failure to perform and execute the terms and conditions of the Agreement, the City shall have sixty (60) days to cure said non-performance. City and GoRockford shall agree, in writing, that the terms and conditions of the Agreement have been rectified and any services withheld shall be performed within ten (10) days of the rectified agreement.

## VII. TERM AND TERMINATION

A. **Term:** The term of this Agreement shall take effect January 1, 2026 shall terminate on December 31, 2027.

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

1. Voluntary or involuntary dissolution of GoRockford.
2. By mutual agreement of both parties for convenience by sending written notice sixty (60) days prior to termination.
3. Termination for cause pursuant to Section VII.C below.
4. Expiration of the term of this Agreement as set forth above.

**C. Termination for Cause:** This Agreement may be terminated upon sixty (60) days prior written notice to the other party in the event of a material breach by such other party. The written notice shall specify the grounds for such termination and the effective date of such termination, which shall be no less than sixty (60) days after the date of the notice of termination. In the event that said default is cured by the breaching party to the satisfaction of the other party prior to said date, this Agreement shall not be terminated for cause. In the event such default cannot be cured within such cure period but the parties enter into an agreement for cure of the default and the breaching party diligently proceeds to cure the same, the cure period shall be extended beyond its original length for such additional period as agreed upon by the parties. A default not cured as provided herein shall constitute a breach of this Agreement.

**D. Liabilities Upon Termination:** Upon termination of this Agreement, the City shall be obligated to pay all amounts due and owing to GoRockford for performance under this Agreement. The City may withhold any payments to GoRockford for the purpose of set off until such time as the exact amount of damages due the City from GoRockford is determined.

## **VIII. 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.

## **IX. NON-ASSIGNMENT**

It is hereby understood that the benefits and public financial assistance as described herein are not assignable or transferable unless expressly approved by the Rockford City Council.

## **X. COMPLIANCE WITH LAW**

**A. Legal Compliance:** In all matters pertaining to this Agreement, GoRockford 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.

- B. **Non-Discrimination:** GoRockford agrees to comply and assure that no 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.
- C. **Conflict of Interest:** The City and GoRockford hereby covenant and agree that during the term that no member of the City Council or any other public official, who exercises any functions or responsibilities with respect to this program, 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 Made for Rockford Marketing Program assisted under this Agreement.

## **XI. ADMINISTRATION**

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

## **XII. 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 either United States mail, postage prepaid, or nationally recognized overnight courier service (e.g., UPS or FedEx) to the following addresses:

### **AS TO THE CITY:**

Sarah Leys, Director of Community and Economic Development  
City of Rockford  
425 E. State Street  
Rockford, Illinois 61104  
Email: [Sarah.leys@rockfordil.gov](mailto:Sarah.leys@rockfordil.gov)

### **AS TO GoRockford:**

John Groh, President/CEO  
GoRockford  
102 N. Main Street  
Rockford, Illinois 61101  
Email: [jgroh@gorockford.com](mailto:jgroh@gorockford.com)

Electronic mail or facsimile may also be used as a method of delivery, but only if accompanied by concurrent Notice given by one of the other designated methods of delivery set forth above.

### **XIII. AMENDMENTS**

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

### **XIV. 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.

### **XV. 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.

### **XVI. AUTHORITY**

A. **Actions:** The City covenants to GoRockford 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 GoRockford 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. GoRockford 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 GoRockford, enforceable in accordance with its terms and provisions.

The City and GoRockford have executed this Agreement on the date above first written.

CITY OF ROCKFORD,  
An Illinois Municipal Corporation

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

ROCKFORD AREA CONVENTION & VISITORS BUREAU,  
An Illinois not-for-profit Corporation

BY: \_\_\_\_\_  
John Groh, President/CEO

\_\_\_\_\_  
Date