

ECONOMIC DEVELOPMENT AGREEMENT FOR SERVICES

PARTIES

THIS FUNDING AGREEMENT (the “Agreement”) is made by and between the **CITY OF ROCKFORD**, an Illinois municipal corporation (hereinafter referred to as “City”) and the **GREATER ROCKFORD CHAMBER OF COMMERCE**, an Illinois not-for-profit corporation (hereinafter referred to as the “GRCC”), regarding the participation of the City in the GRCC’s economic development activities.

CITY SUPPORT FOR THE GRCC MISSION:

1. The City acknowledges and supports the GRCC’s general economic development mission to attract and retain primary jobs by relentlessly growing, developing and supporting a thriving business community. The City also acknowledges the GRCC is a partner organization, and supports their strategies that will strengthen their capacity and establish leadership roles in economic development; drive business retention, expansion, and attraction with collaborative engagement across the region; market the region as a competitive location for existing and new businesses with emphasis on targeted industries; collaborate in improving marketability of existing development sites and help advance more sites toward readiness; enhance how businesses interact with workforce development and talent attraction resources; and collaborate with the region’s innovation leaders to amplify break-through ideas and technology.

GRCC SUPPORT FOR THE CITY’S ECONOMIC DEVELOPMENT VISION:

2. The GRCC specifically acknowledges that its primary responsibility pursuant to this Agreement is to help all residents and all areas of the City of Rockford and surrounding areas to prosper by supporting the City’s general economic growth and development and specific projects as identified during the course of this Agreement; and

3. **Scope of Services.** The GRCC shall provide its special knowledge, services, skills, and training to support the City’s economic development goals and implement the City’s strategies through the work outlined in the GRCC’s proposed work plan (Exhibit A). The City and the GRCC believe that this can be done consistently with the focused strategies defined in the GRCC’s Economic Development Strategy Roadmap including: organizational development and leadership, business retention and expansion, marketing and business attraction, site readiness, workforce alignment and talent attraction, and innovation. To the extent, however, that any of the GRCC’s internal strategies conflict with the requirements of this Agreement or goals of the City, then the GRCC and City agree to work through those conflicts to a mutually satisfactory result.

4. **Support for Community Development.** The GRCC recognizes the interrelationships between economic development and community development in a comprehensive approach to overall community health. The GRCC will be an active participant in these efforts as may be appropriate and helpful.

5. **Sponsorship.** The GRCC agrees to list the City of Rockford as a civic sponsor in every event at no additional cost. Through the GRCC membership, the City receives complimentary event tickets and credits as specified.

6. **Term.** The term (“Term”) of this Agreement shall be from January 1, 2026 through December 31, 2026.

7. **Payment.** In consideration of the services provided by the GRCC, the City agrees to pay to the GRCC from its Redevelopment Fund the sum of Seventy-Five Thousand Dollars (\$75,000.00) for year 2026. The payment shall be made within 30 days of the execution of the Agreement.

8. **GRCC Economic Development Committee Representative.** The City may nominate a representative with expertise on economic growth that is an employee or contractor of the City to the Chairman of the GRCC Nominating Committee, to be a part of the GRCC’s Economic Development Committee. In addition, the City’s Economic and Community Development staff are invited to participate in the GRCC’s monthly Partners Meeting, comprised of economic development representatives from throughout the region.

9. **Information & Reporting.** The GRCC shall meet with City staff once a month to discuss the Scope of Services. The GRCC shall also meet with the Mayor and/or Community Development Director on an as-requested basis to discuss overall market activity within the greater region. The GRCC will report to City Council annually and from time to time as requested by the City.

10. **Independent Contractor.** It is agreed that the GRCC shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. It is understood, however, that the City and the GRCC must work closely together to support successful implementation of this Agreement and the GRCC and the City agree to mutually support good communication regarding the expectations and progress of work performed pursuant to this Agreement. The GRCC shall utilize its specialized knowledge and experience and its own means and methods of work, which shall be in the exclusive charge and control of the GRCC and which shall not be subject to control or supervision by the City. The GRCC is, for all purposes arising out of this Agreement, an independent contractor, and neither the GRCC nor the GRCC employees shall be deemed an employee of the City, by reason of this Agreement.

11. **Confidentiality.** The City and the GRCC agree and acknowledge that the GRCC’s work pursuant to this Agreement with clients and/or the City remains confidential unless the client and/or the City specifically approves of the disclosure or as directed by a court or regulating agency pursuant to applicable law. Confidential information under this Agreement shall not apply to any Confidential information which is required to be disclosed by operation of law, including but not limited to, pursuant to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140).

12. **Indemnification of City.** The GRCC releases, covenants, and agrees to indemnify and hold 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, expenses, or liability of any kind arising out of or by virtue of the execution and performances of this Agreement.

13. **Insurance.** The GRCC shall obtain and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance in the amount of Two Million Dollars (\$2,000,000.00). The GRCC shall provide the City with a Certificate of Insurance for said coverage prior to execution of this Agreement. All insurance policies procured by the GRCC pursuant to this Agreement shall name the City as additional insured. 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.

14. **Non-Assignability.** This Agreement and the monies to become due and services provided hereunder shall not be assignable, either by action of the GRCC or by operation and execution of this Agreement.

15. **Subcontracts.** The GRCC shall be allowed to subcontract portions of its services, provided:

a. The GRCC will in no way be relieved or excused from its responsibilities and liabilities because of its entering into a subcontract for work to be done pursuant to this Agreement; and

b. The City shall not be liable for the payment of any wages, materials, or other expenses of any and all subcontractors.

16. **Conflict of Interest.** The City and the GRCC 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 of office or for one year thereafter, shall have any personal or financial interest, direct or indirect in connection with any program assisted under this Agreement or the proceeds thereof.

b. The provisions of subparagraph A shall also apply to employees of the GRCC.

17. **Termination.**

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

i. Voluntary or involuntary dissolution of the GRCC, or a request from the GRCC, granted by the City, to terminate its duties under this Agreement.

ii. Termination by the City for any reason upon sixty (60) days notice.

b. **Termination for Cause.** If, through any cause, the GRCC shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the GRCC shall violate any of the covenants, agreements or stipulations of this contract, the City shall give written notice to the GRCC of such violation. In the event that the GRCC neglects

or refuses to correct or cure said violation to the satisfaction of the City within thirty (30) 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, the GRCC shall be entitled to receive just and equitable compensation for any satisfactory work or services rendered, or expenses properly incurred under the scope of services, prior to termination. Notwithstanding the above, the GRCC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

d. Remedies Other Than Termination. Should review of the GRCC's performance show nonconformance to the Scope of Services, or any other terms or conditions herein, the GRCC 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, or suspension of program operations. The selection of a remedy other than termination shall not prevent the City from subsequently terminating this Agreement as described herein.

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

19. 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 certified mail, postage prepaid, at the following addresses:

a. AS TO THE CITY: Director, Community & Economic Development; City of Rockford; 425 E. State Street; Rockford, Illinois 61104

b. AS TO THE GRCC: CEO, Greater Rockford Chamber of Commerce; 308 W. State Street, Suite 190, Rockford, Illinois 61101

20. Amendments. This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. Any amendment(s) must be approved by the City Council of the City of Rockford by ordinance or resolution.

21. 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.

22. **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.

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

CITY OF ROCKFORD, A Municipal Corporation

BY: _____
Thomas McNamara, Mayor Date _____

ATTEST:

BY: _____
Angela L. Hammer, Legal Director Date _____

Greater Rockford Chamber of Commerce
An Illinois non-for-profit Corporation

BY: _____
Angela Kay Larson, CEO Date _____