

**AGREEMENT BETWEEN THE CITY OF ROCHELLE AND THE LEE COUNTY
INDUSTRIAL DEVELOPMENT ASSOCIATION FOR THE PROVISION OF ECONOMIC
DEVELOPMENT ACTIVITIES AND SERVICES**

This AGREEMENT is entered this ___day of _____, 2024, between the City of Rochelle, Illinois, an Illinois municipal corporation (hereinafter referred to the as the “City”), with its principal office located at 420 North 6th Street, Rochelle Illinois 61068, and the Lee County Industrial Development Association, an Illinois not-for-profit corporation (herein referred to as “LCIDA”), with its principal office located at 101 W. 2nd St., Suite 301, Dixon, Illinois 61021.

RECITALS

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution expressly authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations, in any matter not prohibited by law or by ordinance and further permits units of local government to use their credit, revenues, and other resources to pay costs and to service debt related to activities which primarily serve a public purpose; and

WHEREAS, the LCIDA was originally founded in 1960 as the Dixon Industrial Development Association by local business leaders. LCIDA is a not-for-profit that operates for the purpose of promoting economic development within Lee County and has the capacity and expertise to assist the City in promoting and encouraging economic development activity therein; and

WHEREAS, the City and LCIDA desire to enter into a Professionals Services Agreement for LCIDA to provide economic development services to the City; and

WHEREAS, the City has determined it is in the public interest to obtain economic development services from LCIDA pursuant to this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the City and LCIDA agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein as if fully set forth.
2. Authority. The signatories to this Agreement represent and warrant that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of their respective party. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms
3. Status of Personnel or Contracted Agents.
 - a. All technical, clerical, or other personnel necessary for the performance of LCIDA’s obligations under this Agreement shall be employees of LCIDA, or its contracted agents. They shall in all respects be subject to LCIDA’s rules and regulations governing its employees. Neither LCIDA, its employees, nor its contracted agents, shall be considered agents or employees of the City, nor shall they have authority to enter

into any agreements or obligations on behalf of the City.

- b. The City, its officers, employees, and contractors, when acting pursuant to this Agreement are acting as City officers, employees, or contractors in their official capacity and not personally or as agents of LCIDA or any other entity.

4. Term of Agreement.

This Agreement shall commence on January 1, 2025 through December 31, 2025 for a period of one (1) year and shall automatically renew for one (1) additional year unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to December 31, 2025.

5. Scope of Work.

- a. Tom Demmer on behalf of LCIDA will provide economic development services to the City for twenty to twenty-five (20-25) hours per week.

- b. Tom Demmer or his designee will:

- Attend the City's Thursday staff and project meetings; and
- Meet with the City Manager weekly and report directly to the City Manager; and
- Attend City Council meetings, as requested by the City Manager.

6. Default/Termination. In the event of a material default by either Party, the affected Party shall give notice of the default to the defaulting Party and the defaulting Party shall have thirty (30) days to cure the default or such additional time as is reasonably necessary to cure the default. If the default is not cured, the affected Party shall have the right to terminate this Agreement and pursue any and all additional remedies available at law or in equity. The prevailing Party in the defense or prosecution of any claim arising under this Agreement, shall be entitled to reasonable costs and attorneys' fees as determined by a Court with jurisdiction.

7. Consideration /Payment

- a. LCIDA will invoice the City in the amount of eight thousand and five hundred dollars (\$8,500) monthly.

- b. The City will pay invoices within 30 days of receipt pursuant to the Local Government Prompt Payment Act. 50 ILCS 505/1 *et. seq.*

8. Indemnification and Insurance. LCIDA shall hold harmless and indemnify the City, its elected and appointed officers, employees, and agents from any and all claims, suits, actions, costs and fees, including but not limited to, attorneys' fees, interests and expenses, growing out of or related to LCIDA's performance of this Agreement or because of any act or omission, neglect or misconduct of the LCIDA, its officers, directors, employees, agents, volunteers, sub recipients, independent contractors or subcontractors. In the event any demand or claim relating to this Agreement is known to the City, it shall promptly notify LCIDA in writing in an expedient manner.

9. Modification and Amendment. This Agreement may only be amended by a written instrument as set forth herein or otherwise signed by the parties hereto, other than modifications required by changes in federal or state law, local ordinances, or rules and regulations adopted pursuant thereto. No amendment or modification shall be valid or

enforceable unless in writing and signed by the authorized representatives of the parties.

10. Governing Law and Venue. This Agreement shall be governed and construed by the laws of the State of Illinois. The parties agree that the exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of the Fifteenth Judicial Circuit, Ogle County, Illinois.

11. Required Notices or Reports.

Any notices, reports, records or documents required by the terms of this Agreement shall be deemed sufficiently delivered if reduced to writing and sent by first class mail or personal service to:

If to the City:

Attn: City Manager
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068

And to:

Dominick Lanzito
Peterson Johnson & Murray, LLC
1301 W. 22nd Street – Ste. 500
Oak Brook, Illinois 60523
dlanzito@pjmlaw.com

If to LCIDA:

Attn: President Tom Demmer
LCIDA
101 W. 2nd St., Suite 301,
Dixon, Illinois 61021

12. Entire Agreement.

This Agreement represents the entire agreement between the parties with respect to the subject matter thereof, to wit: the general nature of the relationship between the City and LCIDA. This Agreement supersedes all previous agreements and all communications or understandings, whether oral or written with regard to its subject matter.

13. Savings Clause and Construction of Term.

- a. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect
- b. The parties have been represented by legal counsel in the drafting, negotiation and review of this Agreement. The parties waive the application of any rule of Law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose legal counsel) prepared the executed agreement or any earlier draft of the same.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
this _____ DAY OF _____, 2024.

The City of ROCHELLE, an Illinois Municipal Corporation

Jeff Fiegenschuh, City Manager

ATTEST

Rose Huéramo, City Clerk

Lee County Industrial Development Association, a not-for profit Corporation

Tom Demmer, President and Executive Director

ATTEST:

Name, Title