

ECONOMIC DEVELOPMENT AGREEMENT FOR SERVICES

PARTIES

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

VILLAGE SUPPORT FOR THE GRCC MISSION:

1. The Village acknowledges and supports the GRCC's general organizational mission that delivers benefit to the community by leading in the promotion of economic growth, advocating for the interests of business, and providing service and educational opportunities that help our members grow. The Village also acknowledges the GRCC is an Illinois corporation organized not-for-profit in accordance with Section 501(c)(6) of the Internal Revenue Code.

GRCC SUPPORT FOR THE VILLAGE'S ECONOMIC DEVELOPMENT VISION:

2. The GRCC specifically acknowledges that its primary responsibility pursuant to this Agreement is to help all citizens and all areas of the Village of Winnebago and surrounding areas to prosper by supporting the Village's general economic growth and development and specific projects as identified by the Village of Winnebago 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 Village's economic development goals and implement the Village's strategies. The Village and the GRCC believe that this can be done consistently with the focused strategies defined in the GRCC's Economic Development work including: business retention and expansion; targeted marketing and recruitment (business attraction); improving the competitiveness of our region by focusing on workforce development and competitive infrastructure. To the extent, however, that any of the GRCC's internal strategies conflict with the requirements of this Agreement, then the GRCC and Village 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. **Investment.** GRCC and the Village agree on the following: Our Economic Development investors enjoy increased levels of service and access to information. Appendix A provides the

detail of the following in-scope services:

- Business Retention and Expansion (BRE)
- Businesses Attraction
- Marketing
- Site Readiness Support
- Workforce Development and Talent Attraction Alignment
- Collaboration on Innovation
- Program Tracking and Administration

6. **Term.** The term ("Term") of this Agreement shall be from August 1, 2026 – July 31, 2027.

7. **Payment.** In consideration of the services provided by the GRCC, the Village agrees to pay to the GRCC the sum of Six Thousand Dollars (\$6,000) for year 2026 ("Investment Payment"). This investment includes the Village's GRCC membership. The payment shall be made within 30 days of the execution of the Agreement.

8. **GRCC Economic Development Committee Representation.** The Village may nominate an employee or contractor with expertise in economic growth to represent the Village on GRCC's Economic Development Committee. This committee assists the GRCC staff and Board of Directors in developing and coordinating programs and initiatives that drive the economic growth of the region.

9. **Information & Reporting.** The GRCC shall meet with Village staff once a month to discuss the Scope of Services. The GRCC shall also meet with the Village Administrator and/or Staff Liaison on an as-requested basis to discuss overall market activity within the greater region. The GRCC will report to Village Board annually and from time to as requested by the Village. GRCC shall present and provide a 6-month report to the Community Development Committee.

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 Village and the GRCC must work closely together to support successful implementation of this Agreement and the GRCC and the Village 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 Village. 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 Village, by reason of this Agreement.

11. **Confidentiality.** The Village and the GRCC agree and acknowledge that the GRCC's work pursuant to this Agreement with Clients and or the Village remains confidential unless the Client and or the Village specifically approves of the disclosure or as directed by a court or regulating agency pursuant to applicable law.

12. **Indemnification of Village.** The GRCC releases, covenants, and agrees to indemnify and hold harmless the Village of Winnebago, 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 Village 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 Village as additional insured. All insurance policies shall provide that they may not be canceled or modified, except for an increase in coverage, without thirty (30) days', prior written notice to the Village. 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 Village shall not be liable for the payment of any wages, materials, or other expenses of any and all subcontractors.

16. **Conflict of Interest.** The Village and the GRCC hereby covenant and agree:

a. No member of the Village 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 Village, to terminate its duties under this Agreement.
- ii. Termination by the Village 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 Village 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 Village 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 Village for damages sustained by the Village 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 Village 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 Village from subsequently terminating this Agreement as described herein.

18. Administration. The terms and provision of this Agreement shall be administered on behalf of the Village by its Village Administrator. Unless law otherwise requires, all necessary notices, submissions, and approvals shall be given to or by the Administrator.

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 VILLAGE: Village Administrator; Village of Winnebago
108 W. Main Street, Winnebago, IL 61088

b. AS TO THE GRCC: CEO: Greater Rockford Chamber of Commerce; 308 W. State St., Ste. 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 Village Council of the Village of Winnebago by 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 Village of Winnebago.

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

VILLAGE OF WINNEBAGO, A Municipal Corporation

BY: _____
Frank Eubank, Village President Date

ATTEST:

BY: _____
Date

GREATER ROCKFORD CHAMBER OF COMMERCE
An Illinois non-for-profit Corporation

BY: _____
Angela Kay Larson, CEO GRCC Date

APPENDIX A

Greater Rockford Chamber of Commerce

Description of Services

Greater Rockford Chamber of Commerce serves as a regional membership and economic development organization that provides services toward advocating for the business sector, developing workforce and talent, promoting innovation, marketing the region, and driving business retention, expansion and attraction.

GRCC works in collaboration with several partners including elected officials and municipal and county administrators, R1 Planning Council, GoRockford, The Workforce Connection, Rockford University, Rock Valley College, and the region's school districts.

INCLUDED IN THIS PROPOSAL

Business Retention and Expansion (BRE)

The majority of GRCC's economic development resources are dedicated to business owners who have already chosen to locate their operations in the Rockford Region.

- Company BRE interviews and data collection
- Business Sentiment Survey
- Referrals to services and prospective vendors and customers
- Assists with services and incentives
- Follow-up on assists
- Tracking of patterns and issues
- Rockford Area Aerospace Network (RAAN) development and administration

Business Attraction

GRCC leads the region's efforts in ensuring a coordinated, professional presence when working with prospects interested in exploring Rockford as a place to locate their businesses.

- Relationship management with Illinois EDC
- Relationship management with developers and site selectors
- Lead generation and follow up
- Response to Requests for Information (RFIs) and follow up
- Coordination of site visits and follow up
- Tracking of outcomes

Marketing

Only GRCC promotes the region business-to-business as a great place to live, work, and invest.

- Printed materials including Rockford Regional Overview and Welcome Home Guide
- Targeted media pitches to position existing businesses, livability and reasons to invest in Rockford:
 - Local news media
 - Regional and national business media
 - Trade publications
- Tradeshow and conference attendance and networking (evolving to exhibiting); targeted

shows for 2026 include:

- o Site Selectors Guild Annual Conference
 - o Select USA Investment
 - o International Manufacturing Technology Show (IMTS)
- Digital marketing:
 - o GRCC website
 - o Targeted aerospace microsite
 - o Northern Illinois Data Dashboard collaboration
 - o Social media

Site Readiness Support

The availability of ready industrial sites and acreage are critical to the region's competitiveness in supporting business growth and attracting new investors.

- Collaboration with R1 Planning Council and municipalities to improve the marketability and readiness of brownfield and greenfield development sites
- Maintenance of online property catalogs, property specifications, and assessments

Workforce Development and Talent Attraction

The number one barrier to business growth in our region is the availability of skilled workers. Improving our workforce is a matter of identifying constraints and opportunities and collaborating with partners to improve the pipeline of workers and professional talent.

- Increasing employer engagement with The Workforce Connection
- Promotion of talent development programs to employers, including those of GRCC
- Collaboration with GoRockford on the Made for Rockford Initiative

Collaboration on Innovation

The region has many people, programs, and organizations dedicated to innovation, but the ecosystem lacks coordination and alignment. GRCC can play a role in collaborating with the region's innovation leaders to amplify breakthrough ideas and technology.

- Convene and facilitate collaboration among innovation partners
- Promote our region's innovation resources and stories
- Strengthen our innovation infrastructure and access to capital

Program Tracking and Administration

Economic development programs require back-office administration to ensure ongoing collaboration and accountability for achieving results.

- Coordination of monthly meetings with regional partners
- Project management of GRCC-led projects
- Regional project tracking
- Program metrics tracking

Membership Benefits:

Associate Government Membership is ideal for organizations seeking a strong starting point as employers within the regional business ecosystem.

This level supports government offices that want to connect staff to regional networks, build awareness of their community as a place to work and live and promote job or committee opportunities. Associate membership provides essential access to GRCC programs and workforce tools while allowing government to engage at a level that aligns with current staffing needs and capacity.

- 10 Networking Event passes for Elected Officials, Staff, Contractors
- Tailored economic development & business sentiment education for elected officials
- Reduced GRCC Member pricing for programs & events
- Promotion of your government and community events through GRCC Connect as well as social media
- Opportunities to submit up to two articles to the VOICE for consideration
- Logo Inclusion in one of our Investor Spotlight ads in the VOICE
- Print copies of the VOICE mailed to government employees & elected officials monthly
- Opportunity to host up to two (2) non-GRCC member Ribbon Cuttings & Ground Breakings within your community throughout the year
- Membership Certificate to display
- GRCC Connect emailed weekly to government employees & elected officials
- New GRCC Member Post on GRCC social media
- Opportunity to engage in advocacy efforts specific to governmental interests
- Opportunities to provide organizational updates (New Hires, Org, Wins) monthly