

RESOLUTION 2023-004

PASSED: JANUARY 9, 2023

**AUTHORIZING AN FY2023 FUNDING AGREEMENT WITH THE DEKALB COUNTY ECONOMIC DEVELOPMENT CORPORATION (DCEDC) IN THE AMOUNT OF \$35,000 FOR ECONOMIC DEVELOPMENT SERVICES BEGINNING JANUARY 1, 2023, THROUGH DECEMBER 31, 2023.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City and DeKalb County Economic Development Corporation ("DCEDC") negotiated a funding agreement in the amount of \$35,000 for economic development services for FY2023 in the form attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

**WHEREAS**, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City's corporate authorities approve the Agreement attached hereto and incorporated herein as Exhibit A, and further authorize and direct the Mayor to execute, and the Executive Assistant to attest, the Agreement on the City's behalf, and for the City Manager to take all necessary actions to effect the Agreement.

**SECTION 2:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 9<sup>th</sup> day of January 2023 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.



  
COHEN BARNES, Mayor

ATTEST:  
  
Ruth A. Scott, Executive Assistant

**DEKALB COUNTY ECONOMIC DEVELOPMENT CORPORATION  
FY2023 FUNDING AGREEMENT**

This Agreement made and entered into the 9<sup>th</sup> day of January 2023, by and between the DeKalb County Economic Development Corporation, hereinafter referred to as "Grantee" and the City of DeKalb, hereinafter referred to as "City" shall provide as follows:

1. The Grantee agrees to provide the following services to the City:
  - a. Maintain a professional staff including a full-time professional director that manages the efforts of the Grantee and coordinates with the Executive Committee to accomplish organizational goals.
  - b. Serve as the administrative agency for the DeKalb County Enterprise Zone, assisting any eligible businesses or developers for projects located within the City on required application procedures, and processing of required documents with the State of Illinois or DeKalb County, at no additional cost to the City.
  - c. Provide reports to the City as needed or requested on activities and programs during the term of this contract. Provide written prospect reports and descriptions to the City Manager. Provide presentations as necessary regarding development projects and prospects.
  - d. Perform research and maintain an information database, including sites and buildings information, demographics, population, labor supply, housing, utilities, taxes, incentives, etc. Maintain internet website where site selectors can access this information.
  - e. Respond promptly and follow-up on industrial leads and prospects; provide information and referrals for commercial, residential and other development inquiries; and such assistance on non-industrial prospects as deemed mutually necessary.
  - f. The City will be invited to participate in identifying target industries and in formulating the marketing methodology; with final decisions made by the Grantee Executive Committee.
  - g. Provide advice, assistance and accompaniment to the City on important and sensitive business and industry retention matters. Grantee staff shall make industry retention calls on businesses of more than 50 employees and selected small businesses. The results from these retention calls will be shared with the City in order to incorporate the results into policy discussion and formulation.
  - h. Respond promptly and follow-up on industrial leads and prospects, and report to the City Manager or their designee on all such activities as they pertain to potential locations in the City or in unincorporated areas within 1.5 miles of the City on a regular or as-needed basis. For those leads and prospects requesting confidentiality, Grantee shall report to the City Manager or their designee the type of industry to be conducted by the prospect, their acreage or square footage requirements, expected number of employees, desired location, and other such information of a general nature as may be available. All commercial and residential prospects and inquiries that could be sited in the City of DeKalb or in unincorporated areas within 1.5 miles of the City of DeKalb shall, upon intake, be advised and recommended to contact the City Manager or their designee. An

additional assistance or involvement of Grantee shall be to the extent requested by the City.

- i. Refer all inquiries on City incentive programs, whether for industrial or commercial, to the City on an as-needed basis. Refer to the City all requests and inquiries of industries and businesses presently located in the City of DeKalb of their intentions to expand, to make public announcements, etc. Any additional assistance or involvement of Grantee shall be to the extent requested by the City.
- j. Participate in the City's Economic Development Commission as an ex-officio member and make a minimum of one presentation to the commission during the year on subject(s) identified by the City Manager or their designee.

That in return for such services and payment provided for in Section 2, Grantee agrees to provide services in Section 1 for the period of January 1, 2023 through December 31, 2023.

2. That in return for the services specified in Section 1, above, and upon a report and recommendation by the City Manager that the City has received satisfactory service from the Grantee, the City hereby agrees to pay to the Grantee the sum of Thirty-Five Thousand Dollars (\$35,000.00), payable in equal quarterly payments of Eight Thousand Seven Hundred and Fifty Dollars (\$8,750.00), following the receipt of an invoice from the Grantee.
3. In addition, the City agrees to maintain the following responsibilities and services:
  - a. Respond to requests for information for City related services and regulations in a timely manner that allows the grantee to provide necessary supporting materials to prospective businesses, brokers, and site selectors.
  - b. Refer industrial prospects to Grantee or provide timely reports to Grantee on the status of those not referred.
4. That the Grantee hereby agrees that it shall indemnify, defend and hold harmless the City of DeKalb, its elected officials, officers, employees and agents, from any and all claims, liabilities or damages whatsoever arising out of the activities of the Grantee, the conduct of the activities specified above, for any and all debts incurred by the Grantee or for any of the acts of omission or commission by the Grantee, any of its officers, any of its board members or any other members of the Grantee, to the fullest extent permitted by law. The Grantee also agrees that it shall comply with all laws applicable to the conduct of the activities described above. The Grantee acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. Grantee shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Grantee under this agreement shall be that of an independent Grantee. Grantee will not be considered an employee to the City for any purpose.
5. Grantee agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws. Grantee shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Grantee was, in fact, the City).

Grantee shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Grantee may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

6. That this Agreement shall be for the term of one year commencing January 1, 2023 and concluding December 31, 2023.
7. That this Agreement may not be altered or amended without prior written consent of both parties hereto.
8. Notwithstanding that as described in Section I, Paragraph G, no breach of this Agreement shall occur in the event that the inquiring party shall request confidentiality. The parties to this Agreement shall advise and recommend contact with City/Grantee officials, as the case may be.
9. This Agreement may be terminated by either the Grantee or the City should either party fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by the other party, and during which time the other party has not complied with this Agreement's provisions and conditions. Upon termination, the City shall have no further obligation to provide funding.


In witness whereof, the parties have signed as of the day and year written above.

CITY OF DEKALB

DEKALB COUNTY ECONOMIC  
DEVELOPMENT CORPORATION



Cohen Barnes, Mayor



Paul Borek, Executive Director

Attest:



Ruth Scott, Executive Assistant