

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LEE, (the "County"), and DIXON CHAMBER OF COMMERCE AND MAIN STREET, an Illinois not for profit corporation ("DCCMS") DBA Discover Dixon.

WHEREAS, after careful deliberation, the County has determined that the best interests of the County tourism would be served by utilizing the services of an independent contractor experienced with marketing, tourism, events coordination, and community and economic development to assist and advise the County with respect to such matters; and

WHEREAS, DCCMS advocates for our businesses, community, and visitors by promoting economic development, cultural programs, civic engagement, and historic preservation; and

WHEREAS, the County desires to engage the services of DCCMS to assist the County in the operation and management of tourism marketing

NOW, THEREFORE, the County and DCCMS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals. The recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated into this Section 1 as if fully set forth herein.

Section 2. Scope of Services. DCCMS shall perform the services listed below.

A. **MARKETING PLAN.** DCCMS shall develop and implement a written marketing plan for the promotion of tourism within Lee County. In connection therewith, DCCMS shall present an annual marketing plan to the County by the end of each calendar year. The County and DCCMS shall reasonably cooperate with each other in preparation of the marketing plan.

The marketing plan, which shall be subject to annual approval of the County prior to implementation, shall include: (1) Process: The process DCCMS used to create the marketing strategy and focus, (2) Target Region: The target region(s) for the marketing of tourism and community events, (3) Medium: The media that will be used to reach the target audience, (4) Budget: The marketing budget broken down into line items with reasonable specificity, (5) Performance: The metrics that will be used to evaluate the effectiveness of the marketing plan, and (6) Analysis: An analysis of whether the prior year's marketing plan was effective. The County and DCCMS shall reasonably cooperate with each other to refine the initial marketing plan. A final marketing plan shall be presented to the County by the end of each calendar year.

B. **TOURISM WEBSITE.** The County will retain ownership and domain rights to leecountyfun.com, leecountytourism.com, and any other domain name created as a part of the marketing plan. The County reserves the right to

contract with a 3rd party vendor for website hosting services, including hosting of the website, regular backups, updates to website plugins and themes, SSL certificate, analytics and legal policies (terms of service, privacy policy, cookies notice, accessibility statement). The County agrees to provide the necessary website access to DCCMS for the maintenance of the website in accordance with the marketing plan. DCCMS is responsible for website maintenance, including but not limited to, content editing, image editing, graphic design, graphic editing, and page creation or editing.

C. DCCMS shall perform such additional services as shall be agreed upon from time to time between the County and DCCMS.

Section 3. Payments to DCCMS. The County shall pay to DCCMS \$45,000, which shall be paid in four equal installments of \$11,250 on or before the first day of January, April, July, and October.

Section 4. Reporting Requirements. DCCMS shall provide a quarterly report to the County Board Chair and Administrator as to the implementation and performance of this Agreement. Upon request, DCCMS shall attend meetings of the Lee County Board to discuss the marketing plan, quarterly reports or any other matters germane to this Agreement. The County, via its Administrator, shall promptly respond to all requests for information and coordination from DCCMS.

Section 5. Revenues from Services. All revenues derived from the implementation of this Agreement shall be maintained and utilized by DCCMS to fund the services to be performed by DCCMS under this Agreement in accordance with the marketing plan DCCMS provides to the County.

Section 6. Compliance with Applicable Law. DCCMS shall at all times comply with all applicable laws, rules, regulations and ordinances in the performance of its services under this Agreement.

Section 7. County Representation. The County Board Chair will appoint a member of the Lee County Board to serve as an ex officio member of the DCCMS Board of Directors during the term of this Agreement.

Section 8. Indemnification.

A. DCCMS shall indemnify and hold harmless the County, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from (i) any default or breach of the terms of this Agreement by DCCMS; and (ii) any negligence or reckless or willful misconduct of DCCMS and contractors, subcontractors, agents, employees or volunteers thereof. With respect to any action for which DCCMS's foregoing indemnity applies, DCCMS shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the County, its agents, officers, officials or employees in

any such action for which DCCMS's foregoing indemnity applies, DCCMS shall, at its own expense, satisfy and discharge the same.

- B. Section 8(A) shall not apply, and DCCMS shall have no obligation whatsoever, with respect to any acts of gross negligence or reckless or willful misconduct on the part of the County or any of its, officers, officials, agents, employees or contractors or the County's default or breach of the terms of this Agreement. The County shall indemnify and hold harmless DCCMS, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from the same. With respect to any action for which the County's foregoing indemnity applies, the County shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against DCCMS, its agents, officers, officials or employees in any such action for which the County's foregoing indemnity applies, the County shall, at its own expense, satisfy and discharge the same.

Section 9. Term; Termination. Unless earlier terminated as hereafter set forth, this Agreement shall have a term of two (2) years commencing on December 1, 2023. Notwithstanding the foregoing, either the County or DCCMS may terminate this Agreement for breach upon sixty (60) days written notice to the other. The written notice to be provided hereunder shall specify the nature of the claimed breach. During said sixty (60) day period, the party receiving the written notice of breach shall have the opportunity to cure the claimed breach to the reasonable satisfaction of the other party. This Agreement may be extended for additional terms of one (1) year each upon the mutual agreement of the County and DCCMS.

Section 10. Notices. All notices required by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested.

If to the County: County of Lee
c/o County Board Chair
112 E. Second St., 3rd Floor, Dixon, Illinois 61021

If to DCCMS: DCCMS
87 S. Hennepin Ave. Dixon, Illinois 61021

Section 11. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and

remain valid and enforceable to the fullest extent permitted by law.

- Section 12. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Lee County, Illinois.
- Section 13. Amendments. This Agreement (together with the Exhibit attached hereto) constitutes the entire agreement between the County and DCCMS and supersedes all prior agreements, negotiations and discussions: between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.
- Section 14. Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.
- Section 15. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.
- Section 16. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any or any official, officer, agent, employee or attorney of the County, in his or her individual capacity. No official, officer, agent, employee or attorney of the County shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.
- Section 17. Interpretation. This Agreement was fully negotiated by and between the parties hereto and their respective legal counsel. None of the terms or conditions of this Agreement shall be interpreted or construed against either party as the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year first written above.

COUNTY OF LEE

By _____

Its _____

DIXON CHAMBER OF COMMERCE & MAIN STREET, INC. DBA DISCOVER DIXON

By _____

Its _____