

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

\_\_\_\_\_ Resolution or Ordinance (Blue) \_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
 X  Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: June 17, 2013 (COW)(BOT) Date June 20, 2013

TITLE: Approval of an Agreement with the Lombard Jaycees in Regard to the 2013 Taste of Lombard

SUBMITTED BY: Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

The attached agreement with the Lombard Jaycees provides that the Jaycees will reimburse the Village for the costs of providing public safety and public works services in an amount not to exceed \$85,000. The last 2 years actual reimbursements have been \$65,545.27 (2012) and \$80,249.75 (2011). In addition, at their meeting on March 7, 2013, the Village Board awarded the Jaycees a grant for \$30,000 to provide fireworks on July 4<sup>th</sup> of the event. This agreement also includes the grant of \$30,000 for the fireworks. The Jaycees will approve this agreement prior to the Village Board meeting on June 20, 2013.

Staff recommends that the Village Board of Trustees approve this Agreement with the Lombard Jaycees.

Review (as necessary):

Village Attorney  X  Date \_\_\_\_\_  
Finance Director  X  *Timothy Sexton* Date  6/18/13   
Village Manager  X  Date \_\_\_\_\_

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

**AN AGREEMENT  
IN REGARD TO A SPECIAL EVENT  
COMMEMORATING THE FOURTH OF JULY**

This Agreement (hereinafter the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Lombard Jaycees, an Illinois not-for-profit corporation (hereinafter the "Jaycees") and the Village of Lombard, an Illinois municipal corporation (hereinafter the "Village"). (The Village and the Jaycees being sometimes referred to herein individually as a "Party" and collectively as the "Parties.")

WHEREAS, the Jaycees desire, and have offered, to provide certain services and materials necessary to promote and execute a special event within the community, commonly known as the Taste of Lombard (hereinafter the "Event"), including, but not limited to, a fireworks display/show, on the date(s) and time(s) mutually determined by the Village and the Jaycees, to locally celebrate the Fourth of July national holiday commemorating Independence Day; and

WHEREAS, as the Event is open to all members of the public, actions shall be taken by the Village and the Jaycees to mutually encourage non-Village resident attendance at the Event including, but not limited to, selectively advertising to attract tourists and non-Village residents into the Village to attend the Event, equally offer and provide hotel/motel operators within the Village with promotional literature, material and/or display opportunities and otherwise promote and attract non-Village resident overnight visitors to the Event; and

WHEREAS, the Jaycees, because of increased costs and limited public works and public safety abilities, have requested that the Village assist the Jaycees in hosting said Event by means of providing certain direct municipal services and a limited monetary contribution to offset certain costs of the Event; and

WHEREAS, the Village, subject to certain monetary reimbursement requirements, has agree to provide said direct municipal services, and has agreed to provide a limited monetary contribution to offset the costs associated with the fireworks display at the Event; and

WHEREAS, as residents, non-Village residents, overnight tourists and hotel/motel operators anticipate the activities of, and are attracted to attend, the Event, the Village Board has determined that it is in the best interests of the Village to participate in the Event; and

WHEREAS, the Jaycees have successfully conducted the Event in the past, and have experience in properly conducting the Event; and

WHEREAS, it is in the best interests of the Village to contract with the Jaycees for the conducting of the Event for 2013;

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

1. The Jaycees agree to conduct and operate the Event, accepting sole and total responsibility and liability for the financial, operational, volunteer participation, and overall obligations of the sponsorship and business of the Event, for calendar year 2013, with said Event to be held on July 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup>.
2. The Jaycees shall designate a representative(s) regarding the Event, and shall thereafter forward to the Village the name(s) of said designated representative(s).
3. The Village, for purposes of this Agreement, has determined its designated representative to be the Village Manager, or person(s) thereafter designated by the Village Manager.
4. The Jaycees, in conducting and operating the Event, shall fully comply with all applicable laws, ordinances and regulations as provided for by the United States of America, the State of Illinois, the County of DuPage and the Village.
5. The Jaycees shall purchase and maintain liability insurance relative to said Event, in the types and coverage amounts as set forth in Exhibit "A" attached hereto and made part hereof.
6. The Jaycees shall furnish to the Village satisfactory proof of coverage of the insurance requirements by a reliable company or companies before commencing the Event. Such proof shall consist of Certificates of Insurance executed by the respective insurance company(ies), which shall be filed with the Village. Said certificates shall contain a clause to the effect that the insurance policy(ies) shall be canceled, expire or changed as to the amount of coverage only after written notification thirty (30) days prior to the Village. In addition, said certificates shall list the Village and its officers, agents and employees as additional insureds on all required insurance policies.
7. The Jaycees shall indemnify and hold harmless the Village and its officers, agents and employees from any and all suits, actions, costs, attorney's fees and/or claims of any kind or character brought because of any injuries and/or damages received and/or sustained by any person, persons and/or property on account of and/or attributed to any act or omission, error, neglect, misconduct and/or failure of the Jaycees, and/or its officers, agents, members and employees, arising out of, or in the performance of, any provision of this Agreement or the Event.

8. The Village, contingent upon receipt of proof of insurance as herein required, and the filing of appropriate permit and license applications, shall waive such bonds, fees and license payments, excluding liquor license fees, as may be associated with the Event, but shall conduct all applicable inspections and enforce all applicable laws and regulations as shall be required relative to said permits and licenses.
9. The Village shall determine, and provide, the level of generally-accepted public safety and public works services required for the Event.
10. The Jaycees shall reimburse the Village, upon receipt of a bill from the Village, for the costs incurred by the Village in providing the services referenced in Section 9 above, in an amount not to exceed eighty-five thousand and no/100 dollars (\$85,000.00).
11. The Village will pay the Jaycees, pursuant to a check made payable to the Jaycees, thirty thousand and no/100 dollars (\$30,000.00) for the Fourth of July fireworks portion of the Event, at such time as the Jaycees provide the Village with written verification of payment having been made to the fireworks vendor by the Jaycees.
12. Each Party to this Agreement shall cause this Agreement to be executed by persons authorized to do so by the Parties' respective governing bodies.
13. Any amendments to this Agreement shall be made only in writing, with the approval of both Parties, by and through their respective designated representatives.
14. This Agreement shall be executed in two (2) counterparts so that each Party shall have a copy containing original signatures, with each of these counterparts being regarded for all purposes as an original.
15. This Agreement, and/or the obligations of each Party hereunder, shall not be assigned by either Party without the prior written consent of the other Party.

**THE REMAINDER OF THIS PAGE  
HAS INTENTIONALLY BEEN LEFT BLANK.**

By approval from the respective governing bodies, signatures are herein affixed.

**VILLAGE OF LOMBARD,**  
an Illinois municipal corporation

**LOMBARD JAYCEES,**  
an Illinois not-for-profit corporation

\_\_\_\_\_  
Keith Giagnorio, Village President

\_\_\_\_\_  
Chapter President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

\_\_\_\_\_  
Chapter Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**  
**Liability Insurance**  
(see attached)