

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

Resolution or Ordinance (Blue)	<input checked="" type="checkbox"/>
Recommendations of Boards, Commissions & Committees (Green)	<input type="checkbox"/>
Other Business (Pink)	<input type="checkbox"/>

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *DAH*

DATE: June 1, 2010 (B of T) Date: June 3, 2010

TITLE: Agreement-Special Event Commemorating the Fourth of July

SUBMITTED BY: David A. Hulseberg, Village Manager

BACKGROUND/POLICY IMPLICATIONS:

Attached is a Resolution authorizing the signatures of President and Clerk on an Agreement with the Lombard Jaycees in regard to a Special Event Commemorating the Fourth of July.

FISCAL IMPACT/FUNDING SOURCE:

Village Attorney	_____	Date	_____
Finance Director	_____	Date	_____
Village Manager	<i>David A. Hulseberg</i>	Date	<i>6/1/10</i>



TO: William J. Mueller, Village President
Village Board of Trustees
Village Clerk

FROM: David A. Hulseberg
Village Manager

DATE: June 1, 2010

SUBJECT: Agreement – Special Event Commemorating the Fourth of July

Attached is an agreement with the Lombard Jaycees relative to the special event commemorating the Fourth of July.

Please note that the Agreement is for conducting the event for 2010.

Should you have any questions pertaining to this matter, please do not hesitate to contact me.

DAH/dk

RESOLUTION
R _____
II

A RESOLUTION AUTHORIZING SIGNATURES OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement in regard to a Special Event Commemorating the Fourth of July between the Lombard Jaycees, Inc. and the Village of Lombard, attached as Exhibit A; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

Adopted this _____ day of _____, 2010.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2010.

William J. Mueller
Village President

ATTEST:

Bridette O'Brien
Village Clerk

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

This Agreement (hereinafter the "Agreement") is entered into this _____ day of _____, 2010 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 and future Event funding requirements, has agreed 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 2010;

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 2010, with said Event to be held on July 1st, 2nd, 3rd and 4th.
 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, attorneys 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, in running the Event, shall charge a two and no/100 dollars (\$2.00) per person entry fee to all persons thirteen (13) years of age or older (the "Entry Fees"), with said Entry Fees to be deposited into a separate bank account set up by the Jaycees for Entry Fees only, and not commingled with any other Jaycees' or Event funds. In regard to said Entry Fees:

A. The Jaycees shall report the amount of Entry Fees collected and deposited into the bank account, on a daily basis, to the Village's Finance Director and Village Manager.

B. The Entry Fees deposited into the bank account shall be expended in the following order by the Jaycees:

(i) First, to reimburse the Village for its costs associated with delivering services for the Event [(estimated to be fifty-five thousand and no/100 dollars (\$55,000.00)], which reimbursement shall be made by the Jaycees to the Village within fifteen (15) days of the receipt by the Jaycees of a bill from the Village.

(ii) Second, after the expenses set forth in subsection (i) above have been paid, to reimburse the Village for any expenses, in excess of twenty thousand and no/100 dollars (\$20,000.00), incurred by the Village for police, fire and public works department overtime associated with the Fourth of July fireworks portion of the Event [(estimated to be eight thousand and no/100 dollars (\$8,000.00)], which reimbursement shall be made by the Jaycees to the Village within fifteen (15) days of the receipt by the Jaycees of a bill from the Village.

(iii) Third, after the expenses set forth in subsections (i) and (ii) above have been paid, the Jaycees shall establish a bank account for the 2011 Taste of Lombard, with the sole purpose of said bank account being to offset costs associated with the Village's expenses for delivering services to the 2011 Taste of Lombard operations and the Fourth of July Fireworks [(estimated to be ninety thousand and no/100 dollars (\$90,000.00)].

(iv) Fourth, all Entry Fees revenue, in excess of the amount used to satisfy the obligations set forth in subsections (i), (ii) and (iii) above, will be considered the Jaycees' surplus, to be used at the Jaycees' discretion.

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.

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

VILLAGE OF LOMBARD,
an Illinois municipal corporation

William J. Mueller, Village President

Date:

LOMBARD JAYCEES,
an Illinois not-for-profit corporation

Chapter President

Date: 4-21

ATTEST:

Brigitte O'Brien, Village Clerk

Date:

ATTEST:

Chapter Secretary

Date: 4-21

Exhibit "A"
Liability Insurance
(see attached)