

AUTHORIZING AN FY2023 FUNDING AGREEMENT WITH THE DEKALB CHAMBER OF COMMERCE IN THE AMOUNT OF \$35,000 FOR THE PURPOSE OF FACILITATING COMMUNITY EVENTS 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 Chamber of Commerce ("DCC") negotiated a funding agreement in the amount of \$35,000 for economic development and community event 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 9th 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 CHAMBER OF COMMERCE
FY2023 FUNDING AGREEMENT**

This Agreement made and entered into the 9th day of January 2023 by and between the DeKalb Chamber of Commerce, 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 full-time Event Manager on staff whose role is to manage and market specific community events, including but not limited to the following:
 - Seasonal Farmer's Market
 - Spooktacular
 - Hollydays or another December event of a different name
 - Family Fun Fest
 - At least one event that is TBD and shall be approved by the City Manager
 - b. Provide written reports to the City Manager or their designee after each event that includes the following:
 - Summary: A brief summary including the date, time, and location of the event.
 - Attendance: Actual or estimated number of attendees to the event.
 - Event Financials: Figures related to direct event revenue, sponsorship dollars raised for the event, and expenses related to the event.
 - Alterations: Any recommended changes to the event for the following year.
 - c. Assist City staff in investigating potential strategies for transitioning the coordination of specific events to other organizations that would allow for the development of new events using existing funds.
 - d. Provide an annual report to the City no later than the last City Council Regular Meeting of 2023.

That in return for such services and payment provided for in Section 2, the 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 and approval of the same by the City.
3. 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.

4. 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.
5. That this Agreement shall be for the term of one year commencing January 1, 2023, and concluding December 31, 2023.
6. That this Agreement may not be altered or amended without prior written consent of both parties hereto.
7. 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 thereof, the parties have signed as of the day and year written above.

CITY OF DEKALB

DEKALB CHAMBER OF COMMERCE



Cohen Barnes, Mayor



Matt Duffy, Executive Director

Attest:


Ruth Scott, Executive Assistant