

RESOLUTION 2018-117

PASSED: AUGUST 27, 2018

**AUTHORIZING THE USE OF THE DEKALB COUNTY
COMMUNITY FOUNDATION AS A FINANCIAL AGENT
FOR THE DEKALB MUNICIPAL BAND.**

WHEREAS, the City of DeKalb has previously authorized the provision of funding not to exceed \$43,250 to the DeKalb Municipal Band ("the Band") for the 2018 Fiscal Year ("FY2018"); and

WHEREAS, the City seeks to authorize the DeKalb County Community Foundation ("DCCF") to serve as a financial agent for the Band;

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

Section 1: The City Council hereby authorizes and directs the Interim City Manager to take all steps necessary and execute all documents required so as to utilize DCCF as a financial agent for the Band, to make payment of funds pledged for expenses of the Band for FY2018, and to coordinate financial activities with DCCF and the Band so as to enable DCCF to establish a segregated, directed purpose fund for the payment of eligible expenses of the Band in a fashion consistent with the Special Services Agreement approved for the Band on June 25, 2018.

Section 2: That this Resolution shall be effective upon passage.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois; at a Regular meeting thereof held on the 27th day of August, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay None.

ATTEST:


LYNN A. FAZEKAS, City Clerk



JERRY SMITH, Mayor



August 18, 2018

TO: Mr. Dean M. Frieders
City Attorney
City of DeKalb
200 S. 4th Street
DeKalb, IL, 60115

Dear Mr. Frieders,

This letter is to serve as a formal request to transfer the fund amount of \$43,250.00 of the DeKalb Municipal Band's allotted funds to the DeKalb County Community Foundation. These allotted funds will be placed in a pass-through account with the DCCF for distribution of these funds for contractual services, payment of commodities and other services. An agreement with Daniel Templin of the DCCF and Kirk Lundbeck, Director of the DeKalb Municipal Band has been made for this pass-through account and fund distribution. The DeKalb Municipal Band, NFP, Inc. has applied for 501-c3 status and is waiting for EIN attainment. Once the status and attainment has been received these funds will be transferred in the bands own account for future distribution and the pass-through account will be eliminated.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,

Kirk T. Lundbeck
Director
DeKalb Municipal Band, NFP, Inc.
1224 Foxpointe Drive
Sycamore, Illinois 60178
815-901-2346

for reference

RESOLUTION 2018-078

PASSED: JUNE 25, 2018

**AUTHORIZING A SPECIAL SERVICES AGREEMENT
WITH THE DEKALB MUNICIPAL BAND FOR SERVICES
BEGINNING JANUARY 1, 2018, THROUGH DECEMBER
31, 2018, IN AN AMOUNT NOT TO EXCEED \$43,250.**

WHEREAS, The City Council of the City of DeKalb has heretofore approved the expenditure of funds and execution of agreements for special services for the DeKalb Municipal Band;


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


Section 1: That the City Council of the City of DeKalb hereby authorizes the City Manager to execute an agreement with the DeKalb Municipal Band for funding in the amount of \$43,250 for Fiscal Year 2018, a copy of which is attached hereto and made part thereof as Exhibit "A".

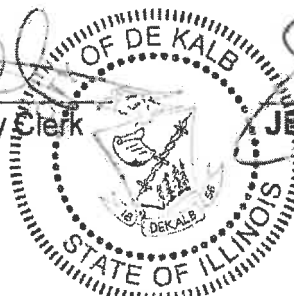
Section 2: That the Deputy City Clerk of the City of DeKalb, Illinois, be authorized and directed to attest the Mayor's signature, and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 25th day of June 2018, and approved by me as Mayor on the same day. Passed by a 5-2-1 roll call vote. Aye: Finucane, Fagan, Verbic, Faivre, Smith. Nay: Jacobson, Marquardt. Absent: Noreiko.

ATTEST:


RUTH A. SCOTT, Deputy City Clerk


JERRY SMITH, Mayor



The seal is circular with a double-line border. The outer ring contains the text "CITY OF DE KALB" at the top and "STATE OF ILLINOIS" at the bottom. The inner circle features a central emblem depicting a plow and a sheaf of wheat, with the word "DEKALB" written below it.

EXHIBIT A

SPECIAL SERVICES AGREEMENT
DEKALB MUNICIPAL BAND

This agreement made this 1 day of August 2018, between the City of DeKalb, a municipal corporation of the State of Illinois, hereinafter referred to as the "City" and DeKalb Municipal Band, hereinafter referred to as "Grantee," WITNESSETH:

WHEREAS, the City desires that Grantee provide certain services to the citizens of DeKalb and Grantee has the capacity to provide such services; and,

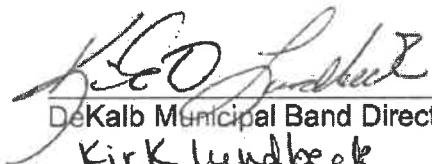
WHEREAS, the parties hereto understand and agree that the Grantee is an independent contractor and not an employee of the City; now,


In consideration of the agreements set forth and other good and valuable considerations, the parties agree as follows:

1. **Term.** The term of this agreement shall be from January 1, 2018 to December 31, 2018. The City or Grantee may terminate this Agreement at any time, upon the provision of thirty (30) days written notice. The City may terminate this agreement at any time based upon the occurrence of a breach of this Agreement, upon the provision of 48 hours written notice.
2. **Scope of Service.** The Grantee shall provide services in accordance with the service plan provided in the original application, a copy of which is attached hereto as Exhibit C.
3. **Hold Harmless.** The Grantee hereby agrees to indemnify, defend and hold the City and its officers, employees, contractors and representatives harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which may arise out of, or are related to the services provided by the Grantee under this agreement or which relate to this Agreement or the funding provided herein. The Grantee agrees and acknowledges that the City is not in any way responsible for the conduct or provision of Grantee's programs or services, and is not responsible for the review, supervision or management of Grantee's personnel, volunteers, participants, programming or services.
4. **Payment.** The City agrees to pay the Grantee the sum of Forty-three Thousand Two Hundred and Fifty and No/100 Dollars (\$43,250.00) for services rendered under this agreement. Payment will be disbursed in one installment and will be processed upon receipt of the Grantee's invoice, as required by this funding agreement. In the event that this Agreement is terminated, no further payments shall be due or payable to Grantee. In the event that the City Council determines that the City's financial condition does not support making a payment otherwise due under this Agreement, the City may suspend, delay or otherwise cancel payments due hereunder.


5. **Access to Financial Records.** The Grantee agrees to allow the City access to review any and all of Grantee's financial records as may be determined appropriate to insure the accountability of monies disbursed by the City. The Grantee also agrees to provide the City with a copy of its operating budget and its audit or year-end financial statement for each fiscal year or portion thereof in which the Grantee receives funding under this (or successor) agreements.
6. **Performance Reporting.** The Grantee agrees to send the City a report following every performance season of services. The Grantee further agrees that it shall provide a verbal report to the City at a regularly scheduled meeting of the City Council at least once annually, and on additional dates as may be requested by the City from time to time.
7. **Compliance with Laws.** The Grantee expressly covenants and agrees that it shall comply with all applicable laws, including those laws applicable to the use of public funding to the extent that such laws are applicable to programs funded in whole or in part by the City of DeKalb. The Grantee expressly covenants that it shall not discriminate against any person or organization on the basis of any legally recognized protected classification, including but not limited to race, gender, religion, ethnic or cultural background, sexual preference, or other legally recognized, protected classification, in the provision of its services or use of funding provided hereunder.
8. **Use of Funds.** The Grantee shall only utilize funds made available under this agreement for the provision of services consistent with this agreement and shall not use such funding for any other purpose, nor for the construction of any real property or improvement to real property, nor for any purpose which constitutes "Public Works" for purposes of the Illinois Prevailing Wage Act.
9. **Grantee's Organization.** Grantee is organized in the format as described in Exhibit C. For the term of this Agreement, Grantee shall take such actions as shall be required to maintain that form of organization. Grantee shall provide the City with notice of the meetings of its governing board or board of directors, and the City shall have the opportunity to attend such meetings as an *ex officio* member of such governing board; the City shall also have the right to review the minutes of all such meetings.
10. **Grantee-Specific Obligations.** Grantee shall comply with the listing of Grantee-Specific Obligations attached hereto as Exhibit C.
11. **Certification:** Grantee hereby certifies that it shall comply with the contents of this Agreement and the terms of its Application and certifies that the contents of this Agreement and the Application are true, accurate and correct. The recitals to this Agreement are expressly incorporated herein by reference.

IN WITNESS WHEREOF, the Grantee has caused this agreement to be signed, sealed and attested to by its Director, on the 1 day of AUGUST, 2018, and said City has caused the same to be signed, sealed and attested to by its Mayor and City Clerk as of the date first mentioned in this Agreement.


DeKalb Municipal Band Director
Kirk Lundbeck


Jerry Smith, Mayor

ATTEST:


Ruth Scott, Deputy City Clerk


The seal of the City of DeKalb, Georgia, is circular with a double-lined border. The outer ring contains the text "CITY OF DEKALB" at the top and "GEORGIA" at the bottom. The inner circle features a central emblem depicting a figure holding a scale and a sword, with the word "ALB" visible on the right side of the inner circle.

Exhibit A: Current Year's Budget

Account Number	Account Description	Line Item Description	Amount
01-10-11-200-8270	Wearing Apparel	Municipal Band Uniforms	\$ 700.00
01-10-11-200-8295	Small Tools & Equipment	Municipal Band Misc. Expenses	\$ 500.00
01-10-11-200-8299	Commodities	Misc. Expenses and Music	\$ 1,100.00
01-10-11-300-8399	Contractual Services	Municipal Band Stipends – Members	\$ 42,950.00
01-10-11-300-8399	Contractual Services	Municipal Band Stipends – Director	\$ 8,000.00
01-10-11-300-8399	Contractual Services	Budget Reduction	-\$ 10,000.00
Total Budget			\$43,250.00

Exhibit B: Year-End Financial Statement

Grantee agrees to provide the City a year-end financial statement showing all of its revenues and expenditures for the 2018 fiscal year.

Exhibit C: Grantee-Specific Obligations

Grantee agrees and acknowledges that it shall comply with the following obligations, which shall be considered to be an integral component of the Agreement:

Grantee agrees to provide public performances at the bandshell at Hopkins Park on a regularly scheduled basis.