ORDINANCE 2019-048

PASSED: JULY 8, 2019

AUTHORIZING A SPECIAL SERVICES AGREEMENT WITH THE DEKALB MUNICIPAL BAND FOR SERVICES BEGINNING JANUARY 1, 2019, THROUGH DECEMBER 31, 2019, IN AN AMOUNT NOT TO EXCEED $38,250, AND AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019.

WHEREAS, the City of DeKalb is a home-rule municipal corporation with all power and authority derived under the law; and

WHEREAS, the City seeks to enter into an agreement with the DeKalb Municipal Band ("Band") for the provision of community entertainment during 2019; and

WHEREAS, funding for the Band was reduced by $10,000 in the FY2019 Budget and the City Council now seeks to restore $5,000 of that funding to the Band; and

WHEREAS, an amendment to the FY2019 Budget is now required to fund the Band in an amount greater than that which is included in the FY2019 Budget.

NOW THEREFORE BE IT ORDAINED BY THE CITY 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 $38,250 for Fiscal Year 2019, a copy of which is attached hereto and made part thereof as "Attachment 1".

SECTION 2. That, the City of DeKalb, which utilizes the Budget Process as contemplated by Article 8, Division 2 of the Illinois Municipal Code including but not limited to 65 ILCS 5/8-2-9.1 through 65 ILCS 5/8-2-9.10, adopts an amendment to its FY2019 Budget, as shown below:

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Account Number</th>
<th>Increase/ (Decrease)</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracted Services</td>
<td>100-10-11-63800</td>
<td>$5,000.00</td>
<td>$38,250.00</td>
</tr>
<tr>
<td>Personnel Recruitment Services</td>
<td>100-15-16-62900</td>
<td>($5,000.00)</td>
<td>$50,480.00</td>
</tr>
</tbody>
</table>

SECTION 3. That each section, paragraph, sentence, clause, and provision of the Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 4. Upon its passage and approval according to law, this Ordinance shall by the authority of the City Council be published in pamphlet form.

ATTEST:

LYNN A. FAZEKAS, City Clerk
JERRY SMITH, Mayor
SPECIAL SERVICES AGREEMENT
DEKALB MUNICIPAL BAND - 2019

This agreement made this 11th day of July, 2019, 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, 2019 to December 31, 2019. 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 Thirty-Eight Thousand Two Hundred and Fifty and 00/100 Dollars ($38,250.00) 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 ensure 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 11th day of July, 2019, 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.

[Signature]
DeKalb Municipal Band Director

[Signature]
Jerry Smith, Mayor

[Signature]
Lynn Fazekas, City Clerk

ATTEST:
## Exhibit A: Current Year's Budget

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Line Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100-10-11-63800</td>
<td>Contracted Services</td>
<td>Annual Municipal Band Contribution</td>
<td>$38,250.00</td>
</tr>
<tr>
<td>Total Budget</td>
<td></td>
<td></td>
<td>$38,250.00</td>
</tr>
</tbody>
</table>
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 2019 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.