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**VILLAGE PRESIDENT**

JEFFERY J. PRUYN

**VILLAGE CLERK**

JODY A. CONIDI

**VILLAGE ADMINISTRATOR**

CARIE ANNE ERGO

**VILLAGE TRUSTEES**

JEFF AIANI

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

FRANK J. MADARAS

PATRICK POWERS

**MEMORANDUM**

**TO:** Mayor Pruyn and the Village Board of Trustees

**FROM:** Carie Anne Ergo, Village Administrator

**DATE:** February 3, 2023

**SUBJECT** A Resolution Approving an Agreement with the Itasca Lions Clubs and the Village of Itasca Regarding Itasca Fest

**RECOMMENDED MOTION: Move to approve the agreement between the Village of Itasca and the Itasca Lions Clubs Regarding the Operations of Itasca Fest**

**INTRODUCTION**

The attached agreement would formalize the long-standing partnership and support between the Village of Itasca and Itasca Lions Club for the purposes of holding an annual Itasca Fest on the second full weekend of July each year.

**DISCUSSION**

Itasca Fest is an annual family-friendly four-day event hosted by the Itasca Lions Club, with sponsorship from the Village of Itasca and other community partners. While the event can draw up to 40,000 visitors to Itasca, the success of the event is mainly dependent on the weather and other mitigating circumstances, as evident from the 2021 festival.

Due to rain, the four-day event was cut short, which resulted in the Lions Club being unable to recoup the costs they expended to host the event. As a result, Lions Club President Chris Kunze came before the Village Board to request additional funding to cover event expenses, which the Village Board granted. It was also noted that since the Lions Club is a 501(c)(3) not-for-profit, it was becoming financially burdensome for the Lions to expend upfront costs for the festival.

To ensure the continuity of Itasca Fest, the Lions Club requested a formalize agreement regarding the operations and financial support needed to operate the festival. Highlighted below are key points of the agreement:

- The Lions Club will continue to organize and oversee the event, which is not limited to:
  - Providing and serving refreshments

- Coordinating charitable games
- Booking bands and entertainment
- Handle all ticket sales and cash
- The Lions Club will submit a detailed budget each year of planned expenditures; and
- The Village will provide both Police and Public Works services
- The Village will provide a \$35,000 charitable payment to the Lions Club

**FISCAL IMPACT**

Annually, the Village provides in-kind Police, Public Works, and Administration support for the event. Additionally, in FY 2023, Village budgeted \$51,900 for Itasca Fest under budget line 21-00-69935 as follows:

<b>Account</b>	<b>Description</b>	<b>Total</b>
21-00-69935	Itasca Fest	51,900.00
	<b>Detail</b>	<b>Amount</b>
	Annual Event Sponsorship	25,000.00
	Family Night	5,000.00
	Rental Equipment/Lights/Fans/Signs	6,700.00
	Rosemont Traffic Control	3,000.00
	Temporary Help for Cleanup	2,200.00
	Village Participation/Supplies	10,000.00

The Itasca Lions Club has requested the annual sponsorship be increased from \$25,000 to \$35,000. The Lions, however, have also agreed that 100% of event profits will be remitted to the Village to be allocated at the Village’s discretion. This payment may be used to reimburse the Village for costs incurred including the sponsorship. Last year, the Lions shared 50% of the event profits with the Village. This payment of \$8,847.41 reduced the Village’s total sponsorship amount to \$11,152.59.

If the Board approves this Agreement, staff will provide options for adoption of a policy to allocate profits received.

**BOARD OR COMMISSION RECOMMENDATION**

Staff recommends the item be forwarded to the Committee of the Whole on February 7, 2023, for consideration and approval.

**ATTACHMENTS**

Agreement between the Village and Itasca Lions Club

**AN AGREEMENT BETWEEN THE VILLAGE OF ITASCA AND  
THE ITASCA LIONS CLUB CONCERNING ITASCA FEST**

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This Agreement (“Agreement”), entered into this \_\_\_ day of \_\_\_\_\_, 2023, is by and between the Village of Itasca, a municipal corporation (“Village”), and the Itasca Lions Club (“Lions Club”) (collectively, “Parties”).

**RECITALS**

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WHEREAS, the Lions Club, in partnership with Village sponsors an annual Itasca Fest festival in the Village which is held on the second full weekend in July each year (“Itasca Fest”); and

WHEREAS, the Lions Club is a valued partner providing certain services for Itasca Fest, including planning, manpower, and setup in coordination with the Village, as detailed in this Agreement; and

WHEREAS, the Village wishes to ease the financial burden of Itasca Fest on the Lions Club by partnering with the Lions Club to front-fund certain expenses incurred before Itasca Fest; and

WHEREAS, the Parties agree that the purpose of Itasca Fest is to provide a community festival for visitors and Village residents to enjoy and to raise money for the Itasca Lions Club, a 501(c)(3) charity, allowing it to continue to support charities that provide services for the sight and hearing disabled, as well as other community needs.

**AGREEMENT**

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NOW, THEREFORE, in consideration of the mutual covenant and promises contained herein, the Village and Lions Club hereby agree as follows:

1. Recitals and Exhibits Incorporated: The Recitals above and Exhibits referenced are incorporated into this Agreement as if fully set forth herein.
2. Term and Renewal: This Agreement terminates on December 31, 2023. The Agreement can be renewed annually before February 1<sup>st</sup> of each year by written agreement between the Parties and approval by the Village Board of Trustees.
3. Lions Club Obligations:
  - a. Manpower: The Lions Club will adequately provide manpower for Itasca Fest for:
    - (i) Planning and execution of the event
    - (ii) Provide for and serving of refreshments
    - (iii) Charitable gaming events
    - (iv) Other events as determined each year by the Lions Club that would enhance the family nature of the event.

If the Lions Club is unable to provide adequate manpower as described above, the Lions Club agrees that if the Village must provide staff for the event, the costs will be deducted from the Parties' \$35,000 charitable contribution to the Lions Club (see Paragraph 5 below).

- b. Budget: The Lions Club will submit to the Village no later than March 15, 2023, a Budget detailed by major expense categories of planned expenditures for the current year's Itasca Fest for its approval. In future extension years, the Budget should be submitted no later than January 1. The Lions Club may not make any changes to this budget after Village approval without the Village Board's consent. The Lions Club will operate within the Budget as approved by the Village Board of Trustees.
- c. Profit and Loss: The Lions Club will submit a final Profit and Loss Statement to the Village of Itasca Board of Trustees no later than September 15<sup>th</sup> of the event year in the same format as the original Budget presentation.
- d. Other Entities: The Lions Club will coordinate any services needed by other taxing bodies within the Village for the event.
- e. Surplus Funds: After all budgeted approved expenses are paid, the Lions Club will promptly return all additional revenue collected to the Village.
- f. Permits and Licenses: The Lions Club will obtain any and all necessary permits and licenses to serve food, non-alcoholic beverages, and alcoholic beverages. Any food and non-alcoholic beverage vendor hired by the Lions Club must also obtain any and all necessary permits and licenses.
- g. Entertainment: The Lions Club will book bands and oversee all stage sound and production for Itasca Fest entertainment. The Lions Club is responsible for obtaining stage and sound equipment.
- h. Tents and Furniture: The Lions Club will obtain and provide a tent of adequate size, tables, chairs, lighting, and decorations as needed.
- i. Ticket Sales: The Lions Club will collect and sell tickets before and during Itasca Fest.
- j. Cash Handling: All sales, including entry tickets, food, non-alcoholic beverages, and alcoholic beverages sales must be made in cash, U.S. Dollars. The Lions Club will handle all cash at Itasca Fest and is responsible for the safekeeping of the cash at Itasca Fest. The Lions Club is responsible for keeping accurate records of accounting for all cash received and any expenditures made by the Lions Club.
- k. Insurance: The Lions Club must obtain insurance for Itasca Fest, which includes a \$5,000,000 per incident and in the aggregate for Itasca Fest, naming the Village as an additional insured. The Lions Club will provide the Village with certificates of insurance and copies of the insurance policy upon request.

1. **Marketing:** The Lions Club will recognize the Village's significant support of Itasca Fest as its primary event partner on all communications and marketing materials.

4. **Village's Obligations:**

- a. The Village will provide police services for the duration of the event. No outside security vendor may be hired without written permission from the Itasca Police Chief.
- b. The Village will provide assistance with set up, take down, and clean up through the Village Public Works Department.
- c. The Village will provide an estimate of personnel costs to support the event to the Itasca Lions. Additional revenue collected, after all other budgeted expenses are paid, may be used to reimbursement of these costs at the discretion of the Village.
- d. The Village will provide \$35,000 upfront to the Lions Club to assist in start up costs. Such funding will be shown as a cash inflow on the final Profit and Loss summary presented for its approval to the Village Board.

5. **Charitable Contribution.** The Parties agree that the Itasca Fest annual budget operating expenses will include \$35,000 as a donation to the Lions Club, subject to the provisions in Paragraph 3(a) above.

6. **Indemnification:** The Parties agree to indemnify and hold harmless each other, and their respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from, or arise out of, any act of omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

7. **Rescheduling or Cancellation of Event:** In the event of a *force majeure*, including inclement weather, pandemics, labor strikes, public security and safety concerns, or other acts of God beyond the Parties' reasonable control, the Parties shall attempt to reschedule Itasca Fest for another date. If the Parties are unable to choose a mutually agreeable new date(s), this Agreement is terminated with no penalty to either Party.

8. **Notice:** All notices under this Agreement shall be in writing and delivered by hand against receipt, sent by certified mail (postage prepaid and return receipt requested), or carried by reputable overnight courier service, to the respective party at the following addresses:

Village: Village Administrator  
Village of Itasca  
550 W. Irving Park Rd.  
Itasca, Illinois 60143

With a copy to: Village Attorney  
Village of Itasca  
Hervas, Condon & Bersani, P.C.  
333 Pierce Rd., Ste. 195  
Itasca, Illinois 60143

Lions Club: Itasca Lions Club  
P.O. Box 14  
Itasca, Illinois 60143

or at such other address as designated by notice from the respective party to the other party. Any such notice or communication will be deemed to have been given at the date and time of: (A) receipt or first refusal of delivery, if sent via certified mail or delivered by hand; or (B) one day after the posting thereof, if sent via reputable overnight courier service.

9. Choice of Law: This Agreement shall be governed by the laws of the State of Illinois.

10. Amendments: This Agreement may not be amended or modified, except by written instrument signed by all the parties thereof. The failure of any Party to insist upon strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of the rights of either party under this Agreement.

11. Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

IN WITNESS THEREOF, the Village and Lions Club have executed this Agreement as authorized by the corporate authorities of the Village and the directors of the Lions Club.

VILLAGE OF ITASCA

\_\_\_\_\_  
Village President Jeffrey Pruyn

ITASCA LION'S CLUB

\_\_\_\_\_  
Print Name & Title: \_\_\_\_\_