

**AGENDA**  
**Administrative-Finance Committee**  
**March 3, 2025**  
**6:00 p.m. – City Hall Conference Room**

- 1. Call to Order**
- 2. Public Comment**
- 3. New Business**
  - a. A Resolution approving Intergovernmental Agreements between the Darien Park District and the City of Darien for the use of Westwood Park for Darien Fest, Summer Concert Series, NNO, and Oktoberfest in 2025**
  - b. A Motion to approve an Ordinance abating certain taxes previously levied by Ordinance No. O-24-24.**
  - c. Grocery Sales Tax - discussion**
  - d. Approval of Minutes – December 16, 2024**
- 4. Other Business**
- 5. Next Meeting – April 7, 2025**
- 6. Adjournment**

**AGENDA MEMO**  
**Administrative/Finance Committee**  
**March 3, 2025**

**ISSUE STATEMENT**

A Resolution approving Intergovernmental Agreements (IGA) between the Darien Park District and the City of Darien for the use of Westwood Park for Darien Fest, Summer Concert Series, NNO, and Oktoberfest in 2025.

**BACKGROUND/HISTORY**

In 2024, the City conducted the Darien Fest, summer concerts, National Night out, and Oktoberfest at Westwood Park. Attached and labeled, Exhibits A-F, are the agreements to hold these events at Westwood Park in 2025. The agreements are in substantially the same format as 2024.

Additionally, the updated advertising guideline for the Darien Park District is attached and labeled (Attachment A). These guidelines will be followed for soliciting sponsors for events at the Darien Park District.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the agreements.

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will on the March 3, 2025, City Council Agenda for consideration.

FINAL 9-09-24

## DARIEN PARK DISTRICT ADVERTISING GUIDELINES

**PURPOSE:** The purpose of allowing advertising in or upon Darien Park District (the “Park District”) brochures, website, and/or other Park District property is not to provide a public forum for dissemination, debate or discussion of public issues, but to provide additional opportunities for revenues to support other programs and services, and to minimize the burden on Park District tax payers. It is the intent of the Park District to provide guidelines and standards for advertising that are to be applied consistently and within constitutional and legal parameters. The purpose of seeking additional revenue must be balanced with the Park District’s need to protect the health, safety, and welfare of Park District residents exposed to such advertising, many of whom are minors.

**Sponsorship opportunities will not be extended to any organization whose mission, products or services are in conflict with the mission and values of the Darien Park District or whose programs or services compete with District offerings.**

**GUIDELINES:** Advertising in Park District brochures, website and/or upon Park District property is subject to the following policy and guidelines:

1. Each sponsor shall indemnify and hold the Park District, its officials, officers, employees, representatives, and agents harmless and assume all liability for content of advertising, and assume all responsibility for any claims, demands, liabilities, and causes of action of any kind arising from the sponsor’s advertising, including attorneys’ fees and court cost associated with defending against such claims.
2. All advertising must be truthful. False, deceptive or misleading advertising is not permitted. All advertising must comply with all applicable laws and regulations. Advertising offering premiums or gifts must not misstate their value. Advertising may not infringe and/or otherwise constitute a wrongful use of any copyright, trade or service mark, title, or slogan, registered industrial design, and/or any other right of third party.
3. If an advertisement contains a testimonial then, upon request, the sponsor shall provide to the Park District documentation that the person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify the Park District against any legal action by any person quoted or referred to in any testimonial advertisement. Such indemnity shall be in a form and substance acceptable to the Park District.
4. Advertisements advocating or proposing transactions which would constitute unlawful discrimination, or which would be illegal for any other reason, are not permitted. Advertisements which are directed at inciting or producing imminent lawless or discriminatory action and which are likely to incite or produce such action are not permitted. Advertisements containing profanity, defamatory or inflammatory statements

directed to any individual or group, including but not limited to statements based on a person's or people's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status, source of income, or any other basis of discrimination prohibited by federal and/or Illinois law are not permitted.

5. Advertising for any article, the possession of which is prohibited by Illinois law is not permitted. Advertising of inherently dangerous products is not permitted. Advertising that encourage persons to refrain from using safety precautions normally used in an activity is not permitted.

6. Because Park District brochures are disseminated to all households in the Park District, and advertisements on Park District property are seen by children, advertising for tobacco products, cannabis products, alcohol beverage products and/or gaming/gambling is not permitted; advertising for products or services that include massage parlors, escort services and/or matters with sexual overtones is not permitted; advertising containing copy and/or art which is legally obscene or otherwise sexually explicit is not permitted; and copy and/or art which portrays violent acts or other graphic violence, including the depiction of bodies, body parts and fetuses which are in states of mutilation, dismemberment, disfigurement and/or decomposition, is not permitted.

7. No implied or declared endorsement of any product or service by the Park District is permitted.

8. Use of Park District graphics, explicit Park District representations or indirect references to the Park District or its employees in advertising is not permitted.

9. No advertisements of a political nature or containing statements of public policy, opinion or public matters are permitted.

10. All advertising must comply with all applicable State, Federal and local laws and with all ordinances, rules, regulations, requirements, and specifications promulgated by the Darien Park District and/or the City of Darien.

11. All advertising must be produced through a process that ensures reproduction of good quality, on materials of specific quality and size, all according to uniform specifications promulgated by the Park District.

12. The Park District shall not be liable for errors in advertisements or for its decision to allow or not allow any specific advertising, which decision shall be made in the sole discretion of the Park District.

13. The Park District reserves the right to reject any advertising that does not comply with these guidelines. The Park District Executive Director or her designee shall make the final determination as to whether advertising complies with these guidelines.

14. The Park District requires any outside renter/user of facilities to comply with all of the rules and requirements listed herein, and all outside or third party advertising must be approved by Park District staff at least ten days prior to the event. Any third party advertisements (i.e., those sponsorships and/or advertisements obtained by a user of the Park District facilities), must also comply with any and all of the rules and requirements listed herein. If said approval is not sought from the Park District at least ten days prior to the event, any sponsorships and/or advertisements added after the ten day period will not be allowed.

15. Any renter or user of the Park District facilities who conducts a business expo of any kind is subject to all requirements stated herein for the renter/user's sponsors, advertisers and participants. It is the duty of the person or entity using the Park District facilities for any such business expo to ensure any and all participants in the event are aware of the Park District guidelines set forth herein.

16. Except as provided in this Section 14, advertising in Park District brochures, website and/or on other Park District property shall be limited to Park District sponsors who have entered a sponsorship agreement or similar agreement with the Park District and shall be subject to the terms of said agreement and these guidelines. Nothing herein shall be construed as preventing the following:

(a) Use of banners, placards, and attended temporary signs in public parks during park hours provided that they do not unreasonably interfere with the public's use of said park and comply with Darien Park District Ordinances and any City of Darien Ordinances; and

(a) Hand billing and other dissemination of lawful printed material and/or communications in public parks; however, the Park District may limit handbilling to entrances and exits to Park District property and/or from booths during Park District events to avoid unreasonable interference with Park District events and/or the public's use of Park District property.

17. The Park District Board of Commissioners reserves the right to amend these guidelines at any time.

18. Any and all final approvals for any form of advertising on Darien Park District property shall be issued in the sole discretion of the Darien Park District.

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS  
BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE  
USE OF WESTWOOD PARK FOR DARIEN FEST, SUMMER CONCERT SERIES,  
NNO AND OKTOBERFEST IN 2025**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU  
PAGE COUNTY, ILLINOIS, as follows:**

**WHEREAS, THE PARK DISTRICT** owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS, the PARK DISTRICT and the CITY** desire to cooperate in facilitating the annual Darien Fest, summer concert series, National Night Out, and Oktoberfest for the year 2025 to take place at the PARK DISTRICT’S Westwood Park; (the “Event”); and

**WHEREAS, the PARK DISTRICT will grant a limited license to the CITY** to utilize Westwood Park for purposes of allowing the Events subject to the terms of this AGREEMENT; and

**WHEREAS, the PARK DISTRICT and the CITY** believe the Events will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, concerts, family gatherings, and other recreation; and

**SECTION 1:** The City Council of the City of Darien hereby authorizes approval of the Agreements, and authorizes the Mayor to sign the agreements, subject to attorney final review, a copy of which is attached hereto as “**Exhibits A,B,C,D,E,F**” and is by this reference expressly incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 3<sup>rd</sup> day of March 2025**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 3<sup>rd</sup> day of March 2025.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

RESOLUTION NO: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
WESTWOOD PARK FOR DARIEN FEST IN 2025**

**Approved by City Resolution \_\_\_\_\_**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE “PARK DISTRICT”) and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE “CITY”) each individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating the annual Darien Fest for the year 2025 to take place at the PARK DISTRICT’S Westwood Park; (the “Event”); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, concerts, family gatherings, and other recreation; and



**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

**1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

**2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

**PARK DISTRICT:**

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on August 8, 9 and 10<sup>th</sup>, 2025, and for dates established for setup of the Event pursuant to Section 2.13 (the “Event Dates”) at the following times: .

Friday:	6PM-10PM
Saturday:	1PM-10PM
Sunday:	1PM-9PM

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. “Vendor” is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. “Not for Profit Entity” (“NFP”) is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a “profit” as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") shall submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates, naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the

emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than July 18, 2025.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than July 18, 2025. Any and all insurance certificates shall specifically cover any and all vehicles Y including, but not limited to, personal vehicles of employees, agents and officials of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location of carnival rides and all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

## 2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

### A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations,, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by July 18, 2025.

### B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

#### D. General Insurance Provisions

##### a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

##### b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

##### Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

##### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and

agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

**4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

**5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

**6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

**8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

**9.0 SUCCESSORS AND ASSIGNS.**

9.1. The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or

assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

#### **10.0. NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

#### **11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

#### **12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

#### **13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.



**14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

DARIEN PARK DISTRICT

By: Ray Jablonski  
President

Attest: [Signature]  
Secretary

Date: 12/2/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Not for Profit Entity                      Insurance Provided                      Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED  
[TO BE PROVIDED]

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
WESTWOOD PARK FOR THE JUNE 26, 2025 CONCERT**

**Approved by City Resolution No. \_\_\_\_\_**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY"), each may be referred to individually as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on June 26, 2025, take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

**1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

**2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

**PARK DISTRICT:**

2.0 The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on June 26, 2025, from the hours of \_\_\_\_\_ to \_\_\_\_\_ and for dates established for setup of the Event pursuant to Section 2.13 (the "Event Dates).

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.



The CITY, along with all City Vendors, NFPs and volunteers (the “CITY Invitees”) submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District’s Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

**2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.**

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY’S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than \_\_\_\_\_, 2025.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than \_\_\_\_\_, 2025. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

## 2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

#### A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations,, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by \_\_\_\_\_, 2025.

#### B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease!

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

#### D. General Insurance Provisions

##### a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

#### b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

#### Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to

satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

**E. VENDORS AND NOT FOR PROFIT ENTITIES**

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

**4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless

reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

**5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

**6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

**8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

**9.0 SUCCESSORS AND ASSIGNS.**

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

**10.0. NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law

and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

#### **11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act, 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

#### **12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

#### **13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

#### **14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_



DARIEN PARK DISTRICT

By Ray Jablonki  
President

Attest: A. [Signature]  
Secretary

Date: 12/2/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Not for Profit Entity                      Insurance Provided                      Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED  
[TO BE PROVIDED]

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
WESTWOOD PARK FOR THE JULY 31, 2025 CONCERT**

Approved by City Resolution No. \_\_\_\_\_

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY"), each may be referred to individually as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on July 31, 2025, take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

**1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

**2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

**PARK DISTRICT:**

2.0 The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on July 31, 2025, from the hours of \_\_\_\_\_ to \_\_\_\_\_ and for dates established for setup of the Event pursuant to Section 2.13 (the "Event Dates).

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the “CITY Invitees”) submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District’s Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

**2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.**

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY’S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than \_\_\_\_\_, 2025.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than \_\_\_\_\_, 2025. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

## 2.16 INSURANCE AND INDEMNIFICATION



CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations,, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by \_\_\_\_\_, 2025.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

#### b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

#### Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to

satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

**E. VENDORS AND NOT FOR PROFIT ENTITIES**

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

**4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless

reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

**5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

**6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

**8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

**9.0 SUCCESSORS AND ASSIGNS.**

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

**10.0 NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law

and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

#### **11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act, 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

#### **12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

#### **13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

#### **14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

DARIEN PARK DISTRICT

By: Ray Jablonchi  
President

Attest: [Signature]  
Secretary

Date: 12/2/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Vendor	Insurance Provided	Amount



EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Not for Profit Entity                      Insurance Provided                      Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED  
[TO BE PROVIDED]

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
WESTWOOD PARK FOR THE AUGUST 28, 2025 CONCERT**

Approved by City Resolution No. \_\_\_\_\_

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY"), each may be referred to individually as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on August 28, 2025, take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

**1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

**2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

**PARK DISTRICT:**

2.0 The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on August 28, 2025, from the hours of \_\_\_\_\_ to \_\_\_\_\_ and for dates established for setup of the Event pursuant to Section 2.13 (the "Event Dates).

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

**2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.**

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than \_\_\_\_\_, 2025.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than \_\_\_\_\_, 2025. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

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**A. Commercial General, Liquor, and Umbrella Liability Insurance**

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations,, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by \_\_\_\_\_, 2025.

**B. Business Auto and Umbrella Liability Insurance**

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. Workers Compensation Insurance**

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

**D. General Insurance Provisions**

**a. Evidence of Insurance**

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

#### b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

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If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to



satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

**E. VENDORS AND NOT FOR PROFIT ENTITIES**

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

**4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless

reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

**5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

**6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

**8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

**9.0 SUCCESSORS AND ASSIGNS.**

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

**10.0 NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law

and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

**11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

**12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

**13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

**14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

DARIEN PARK DISTRICT

By: Ray Jablonowski  
President

Attest: [Signature]  
Secretary

Date: 12/2/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Vendor	Insurance Provided	Amount

**EXHIBIT "B"**

**LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED  
[TO BE PROVIDED]**

**Not for Profit Entity                      Insurance Provided                      Amount**

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED  
[TO BE PROVIDED]



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
WESTWOOD PARK FOR THE NATIONAL NIGHT OUT EVENT**

**Approved by City Resolution No. \_\_\_\_\_**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY") each individually referred to as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor National Night Out event, to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

**1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

**2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

**PARK DISTRICT:**

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on August 5, 2025,, from the hours to be determined between the PARK DISTRICT AND THE CITY no later than thirty (30) days prior to the Event, and for dates established for setup of the Event pursuant to Section 2.13 (the “Event Dates”).

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. “Vendor” is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. “Not for Profit Entity” (“NFP”) is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a “profit” as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. “City Volunteers” are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representatives" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT, including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

**2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.**

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than \_\_\_\_\_, 2025.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY

shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than \_\_\_\_\_, 2025. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location of all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall in in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

## 2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

### A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol

permits to the PARK DISTRICT by \_\_\_\_\_, 2025.

### B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

### D. General Insurance Provisions

#### a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

#### b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

#### Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any

Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

**E. VENDORS AND NOT FOR PROFIT ENTITIES**

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

**4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

## **5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

## **7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

## **8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

## **9.0 SUCCESSORS AND ASSIGNS.**

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

## **10.0 NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party.



Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

#### **11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act, 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

#### **12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

#### **13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

#### **14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

DARIEN PARK DISTRICT

By: Ray Jablonski  
President

Attest: [Signature]  
Secretary

Date: 12/2/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Not for Profit Entity                      Insurance Provided                      Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED  
[TO BE PROVIDED]

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
WESTWOOD PARK FOR THE OKTOBERFEST EVENT**

Approved by City Resolution No. \_\_\_\_\_

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY") each individually referred to as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor Oktoberfest event, to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

**1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

**2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

**PARK DISTRICT:**

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on [DATES TO BE DETERMINED BETWEEN THE PARK DISTRICT AND THE CITY THAT SHALL NOT CONFLICT WITH THE PARK DISTRICT HOE-DOWN EVENT] ,, from the hours to be determined between the PARK DISTRICT AND THE CITY no later than thirty (30) days prior to the Event, and for dates established for setup of the Event pursuant to Section 2.13 (the “Event Dates”).

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. “Vendor” is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. “Not for Profit Entity” (“NFP”) is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a “profit” as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. “City Volunteers” are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.



D. "Staff Representatives" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT, including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

**2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.**

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than \_\_\_\_\_, 2025.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has

inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than \_\_\_\_\_, 2025. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. . The precise location of all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall in in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

## 2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

### A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations,, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by \_\_\_\_\_, 2025.

### B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

### D. General Insurance Provisions

#### a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

#### b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

#### Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any

Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

#### **4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

#### **5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### **6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

#### **7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

#### **8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

#### **9.0 SUCCESSORS AND ASSIGNS.**

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

#### **10.0. NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any

right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

#### **11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

#### **12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

#### **13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

#### **14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_



DARIEN PARK DISTRICT

By: Ray Jablonski  
President

Attest: [Signature]  
Secretary

Date: 12/2/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Not for Profit Entity                      Insurance Provided                      Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED  
[TO BE PROVIDED]

AGENDA MEMO  
Administrative Finance Committee Meeting  
Meeting Date: March 3, 2025

**Issue Statement**

Motion to approve an Ordinance abating certain taxes previously levied by Ordinance No. O-24-24.

**Background/History**

The City Council approved the 2024 tax levy in the amount of \$2,971,285. Unfortunately, we are still subject to a timing constraint that requires the city to make its initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. When the council approved the levy, they said they would review this amount in conjunction with the FYE 26 budget review to determine final amount of the levy.

If the council wants to maintain the \$2,971,285 tax levy request, no further action is needed. If the council wants to reduce that amount, they would need to pass a tax levy abatement ordinance and file that with DuPage County. The attached draft abatement ordinance would abate \$459,325, which would keep this year's property tax request the same as last year's tax extension of \$2,511,961.

**Staff recommendation**

As directed.

**Decision Mode**

The tax levy abatement ordinance will be on the March 3, 2025, council agenda for consideration.

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ABATING CERTAIN TAXES PREVIOUSLY LEVIED  
BY ORDINANCE NO. O-24-24**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN**

**THIS 3<sup>rd</sup> DAY OF March 2025**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this  
3<sup>rd</sup> day of March 2025.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ABATING CERTAIN TAXES PREVIOUSLY LEVIED  
BY ORDINANCE NO. O-24-24**

**WHEREAS**, on November 18, 2024, the Darien City Council adopted Ordinance No. O-24-24, “An Ordinance Levying Taxes For General and Special Corporate Purposes For the Fiscal Year Commencing on the First Day of May, 2024, and Ending on the Thirtieth Day of April, 2025, For the City of Darien, Illinois” (the “Tax Levy Ordinance”); and

**WHEREAS**, the Tax Levy Ordinance was filed in the Office of the DuPage County Clerk on November 22, 2024; and

**WHEREAS**, the total amount levied for special corporate purposes and debt in the Tax Levy Ordinance was \$3,654,385.00; and

**WHEREAS**, included in that levy was a levy in the amount of \$2,971,285.00 for Police Pension Fund purposes; and

**WHEREAS**, the Mayor and City Council have determined that it is reasonable to abate a portion of the Tax Levy Ordinance’s Police Pension Fund levy;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, ILLINOIS, as follows:**

**SECTION 1:** The sum of \$459,324.00 representing a portion of the Police Pension Fund levy of \$2,971,285.00 is hereby ABATED, leaving a revised tax levy for the Police Pension Fund of \$2,511,961.00.

**SECTION 2:** The City Clerk of the City of Darien is hereby directed to file a certified copy of this Ordinance with the County Clerk of the County of DuPage, as provided by law.

**ORDINANCE NO. \_\_\_\_\_**

**SECTION 3:** If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

**SECTION 4:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions 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 corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law, and shall be known as Ordinance Number \_\_\_\_\_ of the City of Darien, Illinois.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_ day of \_\_\_\_\_, 2025.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR



**ORDINANCE NO.** \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# CITY OF DARIEN

## MEMO

**TO:** Administrative/Finance Committee Members  
**FROM:** Bryon D. Vana, City Administrator  
**DATE:** February 24, 2025  
**SUBJECT:** State repealing 1% sales and use grocery tax

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As you are aware, beginning January 1, 2026, Illinois will repeal the 1% sales and use grocery tax. This will have an impact on local governments that currently receive sales tax revenue on grocery sales. The financial impact will vary for each municipality depending on the amount of sales revenue they currently receive.

In order to recoup all of the lost revenue, the law also allows municipalities to implement a 1% local grocery tax effective on January 1, 2026. The city also has an option to raise our Home-Rule (HR) sales tax in order to recoup the lost revenue. Staff has reviewed the potential impact to Darien and we estimate a reduction in our sales tax revenue by approximately \$660,000.

Staff recommends the option of approving an increase in our HR sales tax. The paragraph below is section 2.1 from our economic incentive agreement with Walmart that was approved on April 2, 2012.

2.1. "Base Sales Tax" means the sum of eight hundred eighty-two thousand, six hundred twenty eight dollars (\$882,628.00), provided, however, that such sum shall increase or decrease by Ninety Eight Thousand Seventy Dollars (\$98,070.00) for every one-quarter of one percent (.0025%) increase or decrease in the City's Home Rule Municipal Service Occupation Tax and Home Rule Municipal Retailers Occupation Tax that is enacted by the City after the effective date of this Agreement.

If the city recoups the lost revenue through an increase in our HR sales tax, the base revenue we receive from our incentive agreement increases by \$98,070 per year. If the council approved a local grocery tax to recoup the lost revenue, our base sales tax with Walmart would stay at the \$882,628.00 base sales tax.

In order to increase our HR sales tax we would need to file a certified copy of the ordinance, increasing the rate, with the Illinois department. The ordinance would need to be filed on or before October 1, 2025, in order to take effect January 1 of the following year. Additionally, a HR sales tax must be imposed in  $\frac{1}{4}$  percent increments and there is no maximum rate limit.

Staff's HR sales tax for FYE 24 was approximately \$3,015,000 and our HR sales tax is 1%. Based on an additional 0.25% increase to our HR sales tax we would generate an additional \$750,000. While this is slightly above the estimated revenue we would lose as part of the grocery tax repeal, it provides a conservative revenue estimate in case sales tax decrease for any reason.

The Admin/Finance Committee can make a recommendation to the city council after its review.



# Locally Imposed Grocery Sales Tax

BY ILLINOIS MUNICIPAL LEAGUE STAFF

August 13, 2024

The Illinois Municipal League (IML) played an integral role in securing the authority for both home rule and non-home rule municipalities to implement by ordinance a 1% locally imposed grocery sales tax (without need for referendum approval) following the elimination of the statewide grocery tax effective January 1, 2026.

While IML's preference was to maintain the status quo and for the tax to remain statewide, Public Act 103-0781 repeals the statewide tax on groceries. However, the authority to implement a 1% grocery sales tax locally by ordinance was approved as part of the same legislation.

IML advocated for a delayed implementation date of the statewide grocery tax repeal and the elimination of the Illinois Department of Revenue's (IDOR) administrative fees to collect and remit the tax, meaning municipalities will see no decrease or lapse in grocery tax revenue, if timely in implementing the tax locally.

The statewide tax will not be repealed until January 1, 2026; until then, nothing will change and no action will be necessary by municipalities. However, for those municipalities that wish to implement the tax locally on day one, there are important benchmarks to consider.

For municipalities, both home rule and non-home rule, that wish to implement a local grocery sales tax effective on January 1, 2026, the first step is to pass an authorizing ordinance. IML has developed a model ordinance that can be adopted locally, which is available on our website.<sup>1</sup> A certified copy of the ordinance must then be submitted to IDOR, postmarked by October 1, 2025, in order for the tax to be imposed beginning January 1, 2026. This will guarantee no lapse in revenues from this tax. Questions may be directed to IDOR regarding their processes and rules. IDOR Local Tax Allocation Division (LTAD) contact information is available on their website,<sup>2</sup> or contact LTAD by phone at (217) 785-6518.

If a municipality chooses to wait to implement a local 1% grocery tax at a later date, please keep in mind that ordinances authorizing a local tax must be sent to IDOR and postmarked before April 1 for collection to begin on July 1, or postmarked after April 1 but before October 1, for collections to begin January 1 of the following year.

If your municipality does not wish to impose the grocery tax locally after the statewide expiration, no action is required and the 1% grocery tax will be automatically repealed within your jurisdiction on January 1, 2026.

IML suggests you consult with your municipal attorney prior to considering the adoption of this model ordinance. More resources are available at [iml.org/grocerytax](http://iml.org/grocerytax).

## IMPLEMENTATION TIMELINE

- **Now:** Municipalities that wish to implement the local grocery tax effective on January 1, 2026, should adopt IML's model ordinance now to ensure timely filing with the Illinois Department of Revenue.
- **Prior to October 1, 2025:** A certified copy of an ordinance authorizing the local implementation of a grocery sales tax must be submitted to IDOR, postmarked by October 1, 2025.
- **January 1, 2026:** The statewide grocery sales tax expires; only locally imposed grocery sales taxes will remain.

<sup>1</sup> <https://www.iml.org/page.cfm?category=5382>

<sup>2</sup> <https://tax.illinois.gov/localgovernments/contacts>



**City of Darien**  
**Minutes of the Administrative/Finance Committee**  
**December 16, 2024**

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Chairwoman/Aldерwoman Sullivan called the meeting to order at 6:00 pm. Committee members Leganski and Schauer were present. Also in attendance was Mayor Marchese and Treasurer Coren.

**Tuition Reimbursement {Policy Revision}**

The committee continued a discussion from its 11-4-24 meeting regarding a revision to the personnel rules-tuition reimbursement. Staff provided answers to several questions from the 11-4-24 meeting. The committee was satisfied with the responses. The committee unanimously approved a motion to approve a revision to the city's personnel policy, Section 22 Education and Training Leave and Reimbursement including

**An ordinance amending section 1-7-1 and section 1-7-2 of the Darien city code - creating the position of Director of Finance**

Staff advised during this year's council goal setting meeting, Administrator Vana proposed a staff reorganization relating to the city's financial management responsibilities. In part, the recommended change aligns with the strategic issue (**Financial Responsibility**) recently adopted by the city council. The change includes promoting Julie Saenz from the position of Accounting Manager to a newly created position of Finance Director. It also includes creating a part time Accounting Clerk position (estimated at 1000 hours per year) under the supervision of the Finance Director.

The committee reviewed the benefits of this request including:

- Provide stability in the Finance Department by providing growth to retain employees. Without this opportunity, whoever serves as our Accounting Manager would seek career growth as a Finance Director position in another organization
- Increase internal controls
- Provide financial backup by having a second employee able to perform payroll, accounting transactions and journal entrees, etc.
- Allow the Finance Director to accomplish specific goals outlined in our strategic plan and future goals
- Provide a second employee to expand knowledge of financial duties and provide backup to the City Administrator regarding budget and tax levy preparation, ongoing budget management, expenditure approval
- Improve direct supervision of certain office positions and improve coordination among those positions

Staff advised reviewed the ordinance creating the position of director of finance. The committee unanimously recommended approval of the ordinance.

**A motion approving the following:**

- 1. Incorporating a new full time staff position responsible for special events and business outreach - Director of the Business Alliance and Community Events**
- 2. Creating the Darien Business Alliance**
- 3. Budgeting for a part time employee to help with special events and certain business outreach duties**

Staff advised at the November 20, 2024, City Council goal setting meeting, Mayor Marchese and Administrator Vana proposed the following:

1. Incorporating a new full time staff position responsible for special events and business outreach - Director of the Business Alliance and Community Events.
2. Creating the Darien Business Alliance
3. Budgeting for a part time employee to help with special events and certain business outreach duties.

The committee reviewed the job description for the Director of the Business Alliance and Community Events position. This plan would provide for the city to operate the Darien Business Alliance (DBA). The DBA would resemble a traditional chamber of commerce and similar to the concept discussed at the City Council’s goal setting in 2022. Staff advised this proposal also includes \$5,000 for a PT employee to help with special events and certain business outreach duties. This change would allow the city to have direct oversight of local business engagement such as special business events, communications, and programing. Combining additional duties of special event management also makes sense since the city is more involved in community events such as concerts, Darien Fest, and fall fest. Staff reviewed the revenue and expenses associated with this plan. The city would most likely maintain a number of events that that would generate revenue, or reduce current expenses.

**Minutes – November 4, 2024** - The committee unanimously approved the minutes.

**Adjournment** - The meeting adjourned at 6:36 p.m.

Approved:

Mary Sullivan, Chairwoman \_\_\_\_\_

Ted Schauer, Member \_\_\_\_\_

Gerry Leganski, Member \_\_\_\_\_