

Request For Board Action

REFERRED TO BOARD: August 1, 2016

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Parks Department

SUBJECT: Consideration of a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement with Antioch Township outlining the cost sharing for the Annual Independence Day Celebration on July 4.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

For years the Village of Antioch and the Antioch Township have informally shared the cost of the Annual Independence Day Celebration Fireworks Show. In keeping with that tradition an intergovernmental agreement (IGA) has been drawn up to formalize that cost sharing to coincide with the contract length of our current contract provider Mad Bomber Pyrotechnics. This IGA will expire if no action is taken in the Spring of 2019 which would also coincide with our 3-year contract length of our current purveyor for the annual fireworks show.

DOCUMENTS ATTACHED:

1. Resolution
2. Intergovernmental Agreement

RECOMMENDED MOTION:

Move to approve a resolution authorizing the Mayor to execute an intergovernmental agreement with Antioch Township outlining the cost sharing for the annual Independence Day celebration on July 4.

RESOLUTION NO. 16-xx

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH ANTIOCH TOWNSHIP OUTLINING THE COST SHARING FOR THE ANNUAL INDEPENDENCE DAY CELEBRATION ON JULY 4.

WHEREAS, the Village of Antioch, Lake County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, for years the Village of Antioch and the Antioch Township have informally shared the cost of the Annual Independence Day Celebration Fireworks Show; and

WHEREAS, in keeping with that tradition an intergovernmental agreement (IGA) has been drawn up to formalize that cost sharing to coincide with the contract length of the current contract provider Mad Bomber Pyrotechnics; and

WHEREAS, This IGA will expire if no action is taken in the Spring of 2019 which would also coincide with the 3-year contract length of the current purveyor for the annual fireworks show; and

NOW, THEREFORE, BE IT RESOLVED, The Mayor and Village Board to Authorizing the Mayor to execute an Intergovernmental Agreement with Antioch Township outlining the cost sharing for the annual Independence Day Celebration on July 4.

PASSED and APPROVED this 1st day of August, 2016.

AYES:
NAYS:
ABSENT:

Lawrence M. Hanson, Mayor

ATTEST:

Lori K. Romine, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
FIREWORKS FUNDING AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT is entered into as of the 16th day of May, 2016, by and between the Village of Antioch ("Village") and Antioch Township ("Township").

WITNESSETH THAT:

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and Sections 220/3 and 220/5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., units of local government and school districts have had conferred upon them the power to, "contract and 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 or by ordinance."

WHEREAS, the Village of Antioch operates a fireworks show during the annual Independence Day Celebration held on July 4 each year;

WHEREAS, the Antioch Township has historically participated in the funding of the annual fireworks show and wishes to continue to do so, understanding that the audience in such shows include many township residents and also draws tourists and other patrons to area businesses;

WHEREAS, the Village has further agreed that in recognition of the Township's participation in the funding of the fireworks show, to allow all residents living in Antioch Township to participate in all of the Village Park Department programs on the same basis, and on the same financial terms as persons residing within the Village proper;

NOW THEREFORE, the parties hereto, in consideration of the mutual promise of the parties and other good and valuable consideration, DO HEREBY AGREE, as follows:

Section I. Recitals. The foregoing recitals are fully incorporated herein as substantive portions hereof.

Section II. Terms of Agreement. The term of this Agreement shall begin on June 20th, 2016 and terminate on June 1, 2019 with an option for extension or termination through mutual agreement of the parties.

Section III. Scope of Services and Rates.

I. THE VILLAGE OF ANTIOCH AGREES:

A. To provide resident fee rates to Antioch Township residents for all programming that is provided under the parks and recreation umbrella.

- B. To provide equal promotion of collaboration in relationship to the annual fireworks show during the Independence Day Celebration.

II. THE ANTIOCH TOWNSHIP AGREES:

- A. To provide 50% of the cost of the annual fireworks show during the Independence Day Celebration.
- B. To make payment promptly upon being invoiced pursuant to this agreement.

III. THE PARTIES JOINTLY AGREE AND ACKNOWLEDGE:

- A. To share all contracts, proposals and related documentation with the vendors providing the fireworks on a timely basis, and to evaluate the same jointly with the intention of providing the best shows possible within reasonable budgetary considerations founded upon sensitivity to the interests of the taxpayers of both governmental entities.
- B. To ensure that the vendors selected enjoy a good reputation for compliance with all applicable safety laws and regulations and have a good track record of avoiding and preventing injury.
- C. To ensure that the vendors selected provide insurance and other necessary indemnities so as to protect the citizens and taxpayers of both entities from any and all claims arising from this potentially hazardous activity.

Section IV. Insurance.

A. The Parties shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance specifically including bodily injury, personal injury, and property damages limits of not less than \$5,000,000.00 per occurrence, written on an occurrence basis, and at all times naming the other party to this Agreement, its officials, employees, volunteers and agents as additional insured.

B. In the event that either party is self-insured, a member of an intergovernmental risk insurance pool or provides for its risk financing by a means other than commercial insurance, such party shall keep in force at all times during the term of this Agreement, General Liability coverage specifically including bodily injury, personal injury, and property damages limits of not less than \$5,000,000.00 per occurrence, written on an occurrence basis, and at all times specifically extending that coverage to the other party to this Agreement, its officials, employees, volunteers and agents as additional insured.

C. Notwithstanding which form of insurance each party provides, each party shall furnish certificates of the insurance coverage in place as required herein containing an endorsement stating that the other party shall be given 60 days written notice of cancellation or reduction in limits. The policy and/or coverage shall also contain a "contractual liability" clause.

Section V. Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail or hand delivery to the Parties and their designated agents as described below. If any party shall desire to change its designated agent it shall provide notice of that change as provided for in this Section.

To The Village: Mr. James J. Keim
Village Administrator
Village of Antioch
874 Main Street
Antioch, IL 60002

To The Township: *Stephen*
~~Mr. Steven~~ Smouse
Township Supervisor
Antioch Township
1625 Deep Lake Road
Lake Villa, IL 60046

Section VI. Extension of Agreement. This Agreement may be extended by mutual agreement of the Parties in writing by providing the other party a 90 day request for such extension and consent to an extension thereafter.

This Agreement may be terminated at the end of any fiscal year, without cause by either party hereto, upon providing a written notification of termination, by April 1st of that fiscal year.

Section VII. Binding Effect. This Agreement shall inure to the benefit of and shall be binding on the Parties hereto and their respective corporate successors and assigns.

Section VIII. No Waiver or Relinquishment of Right to Enforce. Failure of either of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions contained herein shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section IX. Amendments. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless authorized in accordance with law by their respective corporate authorities and reduced to writing and signed by them.

Section X. Conflict Resolution. In the event of a conflict, it shall be brought first to the Village Administrator and the Township Supervisor, who shall meet and attempt to resolve the issue informally. If that attempt fails after good faith efforts on all parties to bring the matter to a resolution, the matter shall be submitted to the jurisdiction of the Circuit Court of the Nineteenth

Judicial Circuit, Lake County, Illinois, which shall be the sole venue for any judicial action required hereunder.

Section XI. Counterparts. This Agreement may be executed in duplicate counterparts, each of which, taken together, shall constitute one and the same instrument.

Section XII. Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction or in the event a court shall determine that the Parties do not have the power to perform any such provision, such provision shall determine that the Parties do not have the power to perform any such provision and such provision shall be deemed to be exercised here from and the invalidity thereof shall not affect any other provisions hereof. Such judgment or decree shall relieve the Parties as the case may be from performance under such invalid provision, provided, however, if the judgment or decree relieves any party of any of its monetary obligations under this Agreement, then this Agreement shall terminate.

THIS AGREEMENT is made and entered into pursuant to the power and authority of the Boards of the respective parties hereto as adopted by resolution of each said Board.

IN WITNESS WHEREOF, the parties have executed this intergovernmental agreement by their authorized representatives as of the day and year first above-written.

Village of Antioch:

By _____

Antioch Township:

By _____

