

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Maura Montalvo, Deputy City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such Deputy City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #**R-19-50 A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR PRAIRIE FEST 2020 ENTERTAINMENT IN THE NOT-TO-EXCEED AMOUNT OF \$77,300**
Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 7th day of November, 2019.

SEAL



Maura Montalvo
Maura Montalvo, Deputy City Clerk

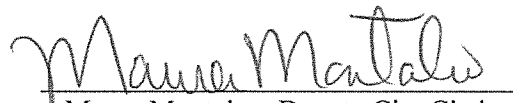
Resolution #R-19-50

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT
BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT
MANAGEMENT GROUP FOR PRAIRIE FEST 2020 ENTERTAINMENT IN
THE NOT-TO-EXCEED AMOUNT OF \$77,300**

Passed: November 7, 2019
Published in Pamphlet Form: November 8, 2019

I, Maura Montalvo, as the Deputy City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-19-50
**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT
BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT
MANAGEMENT GROUP FOR PRAIRIE FEST 2020 ENTERTAINMENT IN
THE NOT-TO-EXCEED AMOUNT OF \$77,300**

Passed and approved by the City Council of the City of Wood Dale on November 7, 2019 and hereby published in pamphlet on November 8, 2019.


Maura Montalvo, Deputy City Clerk

SEAL



RESOLUTION NO. R-19-50

A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR PRAIRIE FEST 2020 ENTERTAINMENT IN THE NOT-TO-EXCEED AMOUNT OF \$77,300.

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks Entertainment Management Group for the 2020 Prairie Fest Entertainment; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of Entertainment Management Group, the Mayor and the City Council find Entertainment Management Group is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 7th day of November, 2019.

AYES: Mayor Pulice, Alderman Jakab, Messina, Woods, Catalano,
Sorrentino, E. Wesley

NAYS: None

ABSENT: Alderman R. Wesley, Susmarski

APPROVED this 7th day of November, 2019.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Maura Montalvo
Maura Montalvo, Deputy City Clerk

Professional Services agreement made this date 10/21/19, between The City of Wood Dale, IL. (hereinafter referred to as **PURCHASER**) and Entertainment Management Group, a sole proprietorship, (hereinafter referred to as **AGENT**)

The **PURCHASER** hereby engages the **AGENT** to perform the professional services hereinafter provided, upon all of the terms and conditions herein set forth. The budget for such services shall not exceed \$77,300.00 (see item #7). Please Initial AP

1. EVENT : 2020 Wood Dale Prairie Fest Please Initial AP
2. DATES OF ENGAGEMENT: July 23-26, 2020 **RAIN OR SHINE** Please Initial A.P.
3. Location: Community Park, 655 N. Wood Dale Rd. Please Initial A.P.

4. **SERVICES PROVIDED:** From the budget, **AGENT** will arrange for, provide and pay for, a 32'Wx24'D stage with roof system, a full sound system and lighting system to meet all bands' specifications, all technicians, laborers, and stage crew. **AGENT** will provide on-site presence at the above referenced event, solely related to the musical concert portion of the event. Duties will include meeting with **PURCHASER** staff as necessary, will contact the bands (or representatives) listed under item #5 on behalf of **PURCHASER**, will negotiate band performance fees, will contract the bands on behalf of **PURCHASER**, will schedule band load-ins and load-outs, and will provide on-site monitoring of sound, lighting, and staging personnel. From the budget, **AGENT** will disperse all band deposits, band final payments, stage fees, sound and lighting fees, and **AGENT** booking and stage management fees.

Please Initial AP

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT**, on behalf of **PURCHASER**, shall contract the following listed bands **Infinity, 16 Candles,, Everett Dean & The Lonesom Hearts, Hillbilly Rockstarz, The Lounge Puppets, Jefferson Starship, Simply Elton: The Elton John Tribute, Heartache Tonight: The Eagles Concert, Heart To Heartbreaker: Saluting Women of Rock**

Please Initial AP

6. **SPECIAL PROVISIONS:** Please Initial AP

{a} If engagement(s) are canceled due to inclement weather, **AGENT**, bands, staging company, and production company, will receive full compensation.

{b} To be provided by purchaser:

Dressing tent equipped with tables, seating
Power and electrician

Ice, reimbursement to **AGENT** for purchased bottled water, soda and diet soda for the stage.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} **FORCE MAJEURE:** If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services.

{e} In no event shall **AGENT** be held liable for any personal injury to any performer or for damage or injury to any person caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment. **PURCHASER** must have premises liability insurance.

{f}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior written permission of the **AGENT**. Any licensing fees invoiced by BMI or ASCAP or any other music reporting agency, to the **PURCHASER** regarding musical performances of any band are the responsibility of the **PURCHASER**, as the holder of the event.

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

{h} It is agreed that **AGENT** acts as an Talent Broker to the **PURCHASER** and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **AGENT** indemnifies, holds harmless, and defends **PURCHASER** from and against all claims arising out of the actions or inactions of **AGENT**. The **AGENT** shall provide to the **PURCHASER** a certificate of the **AGENT'S** commercial liability insurance and a certificate of insurance of any subcontractors. Said certificates of insurance must identify the following participating governmental entities as additional insured and contain the following language: The City of Wood Dale, the Wood Dale Park District and Wood Dale School District No. 7 and all officials, agents, and employees of said entities in connection with the operations of named insureds are included herein as additional insureds.

i) **INDEPENDENT CONTRACTOR**: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{j} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{k} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. **PAYMENT**: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

PURCHASER shall pay a \$38,650.00 Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** on 01/10/20.

PURCHASER shall pay a \$38,650.00 Final Payment to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 07/09/20

Please Initial AP

x Annunzio Police Date 11/19/19

x Murray Weiner, E.M.G Date 10/21/19

PURCHASER
The City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191

AGENT
Murray Weiner dba Entertainment Management Group
1064 Cheltenham Rd.
Elk Grove Village, IL 60007