

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-38 A RESOLUTION TO AMEND THE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR PRAIRIE FEST 2021**

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 18th day of June, 2020.



Lynn Curiale, City Clerk

SEAL



Resolution #R-20-38

**A RESOLUTION TO AMEND THE AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR
PRAIRIE FEST 2021**

Passed: June 18, 2020
Published in Pamphlet Form: June 19, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the
attached Resolution is a true and correct copy of #R-20-38

**A RESOLUTION TO AMEND THE AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR
PRAIRIE FEST 2021**

Passed and approved by the City Council of the City of Wood Dale on June 18, 2020 and
hereby published in pamphlet on June 19, 2020.



Lynn Curiale, City Clerk

SEAL



RESOLUTION NO. R-20-38

**A RESOLUTION TO AMEND THE AGREEMENT BETWEEN
THE CITY OF WOOD DALE AND ENTERTAINMENT
MANAGEMENT GROUP FOR PRAIRIE FEST 2021**

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 **Entertainment at Prairie Fest**; 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 18th day of June, 2020.

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

NAYS: None

ABSENT: R. Wesley

APPROVED this 18th day of June, 2020.

SIGNED: *Annunziato Pulice*
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*
Lynn Curiale, City Clerk

**AMENDMENT NO. 1 TO
2020 PRAIRIE FEST CONTRACT**

This AMENDMENT NO. 1 is made as of June 18, 2020, by Entertainment Management Group (“EMG”) and the City of Wood Dale (“Event Sponsor”) to the entertainment contract dated as of October 29, 2019 (the “Agreement”).

WHEREAS, the Event Sponsor contracted with EMG in connection with a scheduled Prairie Fest Event for the 2020 Season; and

WHEREAS, governmental mandates have been issued, by Executive Order of the Governor of the State of Illinois and through the Illinois Department of Public Health Rules, prohibiting large public gatherings, requiring social distancing and other restrictions; and

WHEREAS, these governmental regulations prohibit the holding of the Prairie Fest Event; and

WHEREAS, the Parties desire to amend the Agreement as a result of the aforementioned COVID-19 pandemic and resulting governmentally mandated temporary cancellation of public gatherings during 2020.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Agreement is hereby amended this date to reflect the cancellation of the 2020 Prairie Fest Event and, accordingly, to extend the term of the Agreement by one year, through 2021. The dates for the Event in such year shall be: JULY 29 – AUG 1, 2021.
2. Except as amended and/or modified by this Amendment No. 1, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment No. 1.
3. All EMG services, bands and production outlined in the existing contract will be moved to the new dates under the existing contract terms.
4. Any deposit applied for the canceled 2020 Prairie Fest event will be applied to the 2021 event.
5. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1, effective as of the

date first written above.

Entertainment Management Group

City of Wood Dale, IL

By: *Murray Weiner*

By: *Annunziato Pulice*

Printed: Murray Weiner

Printed: Annunziato Pulice

Title: owner, Entertainment Mgmt Group

Title: Mayor

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.

Maura Montalvo
Maura Montalvo, Deputy City Clerk



Resolution #R-19-50

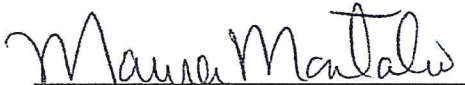
**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT
BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT
MANAGEMENT GROUP FOR PRAIRIE FEST 2020 ENTERTAINMENT IN
THE NOT-TO-EXCEED AMOUNT OF \$77,300**

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 Pulice Date 1/9/19

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