

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA AND THE FOX VALLEY PARK DISTRICT
CONCERNING A FIREWORKS SHOW AND OTHER PROGRAMMED
ACTIVITIES ON PARK DISTRICT PROPERTY ON JULY 4, 2017/2019

THIS AGREEMENT, made and entered into on this _____ day of _____, 2017 by and between the CITY OF AURORA, ILLINOIS, a municipal corporation ("City") and the FOX VALLEY PARK DISTRICT, an Illinois park district ("Park District");

WITNESSETH

WHEREAS, the Council of the City and the Board of Trustees of the Park District deem it expedient, advisable and in the best interests of the citizens of both governmental parties that the City contract with the Park District for the use of McCullough Park, and Veterans Island Park, and other trails areas interconnecting same during the July 4, 2017-2019 Independence Day festivities and fireworks shows and to set forth herein the salient terms of such agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the adequacy and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The City shall have non-exclusive use of McCullough Park each year on July 4, 2017-2019, with all activities programmed there to be conducted by the City.
2. The Prisco Center parking lot will be used as a handicapped parking and shuttle bus location by the City, but the Prisco Center will be closed and not accessible to the public each year on July 4, 2017-2019.
3. The Fox River Trail will remain open to the public with a partial closure south of Illinois Avenue, but only immediately prior to and during the fireworks show to be put on by or for the City from Veterans Island Park as described below. The City will coordinate and provide staffing for the closure and re-opening of the Fox River Trail
4. Veterans Island Park will be the launch site for the fireworks each year on July 4, 2017-2019 and each year on July 3, 2017-2019 the City and its contractors and agents shall have exclusive use of the boat ramp area and a portion of the grass area located on the site (the "launch site area") for purposes of setting up and launching the fireworks show. Each year on July 4, 2017-2019, the natural grass area located at Veterans Island Park may be used as the launch site area for the fireworks show, but any damage done to the grass area, as identified by the Parks District's natural area consultant will be repaired as soon as reasonably practicable by and at the expense of the City. The City is solely responsible for securing the

launch site area at all times and for all activities related to or conducted thereon by the City or its contractors or agents.

5. On or before June 15, 2017-2019 each year, the City shall submit a list to the Park District of all proposed activities to be held on any of the Park District properties for approval by the staff of the Park District. The Park District will not unreasonably withhold consent to proposed activities, but may withhold consent regarding specific activities if it reasonably determines that such activities may create exposure to a liability which the District believes is unreasonable under the circumstances.
6. The City and any vendors which they propose using shall submit a Certificate of Insurance meeting all Park District requirements no later than thirty (30) days prior to the event. See Exhibit A for requirements.
7. The City shall be responsible for all setup and adequate staffing for the events and programmed activities, including sufficient security to maintain order on all Park District properties.
8. All litter accumulated on Park District property shall be cleaned up by the City and Park District jointly within 24 hours of the completion of the final events each year on July 4, 2017-2019.
9. The City shall be responsible for any and all damage done to Park District property as a result of the July 4, 2017-2019 programmed activities and fireworks show. Any damage that occurs shall be repaired by the City within 30 days. Further, the City agrees to indemnify and hold the Park District harmless from and against any claims for liability arising out of the City's use of the Park District property for the programmed events, including the fireworks show.
10. Park District employees and officers are not, and shall not be considered employees of the City, and shall at all times be and remain employees and officers of the Park District for purposes of this Agreement. The Park District shall continue to have police authority for its Park properties, notwithstanding the non-exclusive use by the City hereunder, but the City of Aurora shall have co-extensive jurisdiction for its police at the Park properties for each year's July 4, 2017-2019 events to enforce all Park District ordinances, including its General Use Ordinance, as well as all other applicable laws and statutes.
11. No change, modification or amendment to this Agreement shall be valid unless reduced to writing, approved by the Council or Board of both the City and the Park District, and executed by the parties' respective officers.

IN WITNESS WHEREOF, this Agreement was made and executed on the date first above written.

CITY OF AURORA, IL

FOX VALLEY PARK DISTRICT

By: _____
MAYOR

By: _____
PRESIDENT

Attest: _____
CITY CLERK

Attest: _____
SECRETARY

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that ROBERT J. O'CONNOR, personally known to me to be the Mayor of the City of Aurora, a municipal corporation, and WENDY MCCAMBRIDGE, personally known to me to be the City Clerk of said City, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of said City, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, and caused the Seal of said City to be affixed thereto, pursuant to authority given by the City Council of said City, as the free and voluntary act and deed of said City for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2017.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Chuck Anderson, personally known to me to be the President of the

Fox Valley Park District, an Illinois park district, and Cynthia Penne, personally known to me to be the Secretary of said Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said Park District they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Park District, pursuant to authority given by the Board of Trustees of said Park District, as the free and voluntary act and deed of said Park District for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2017.

Notary Public