

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A HOST CITY AGREEMENT FOR
THE USPRO CRITERIUM CHAMPIONSHIP AND
THE USCF ELITE CRITERIUM CHAMPIONSHIPS
ON AUGUST 15 AND 16, 2009 IN DOWNERS GROVE, ILLINOIS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove Community Events Commission ("CE") and Chicago Special Events Management ("CSEM"), for the 2009 Bike Race and related activities therewith, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**HOST CITY AGREEMENT FOR THE USPRO CRITERIUM CHAMPIONSHIP
AND THE USCF ELITE CRITERIUM CHAMPIONSHIPS ON
AUGUST 15 AND 16, 2009 IN DOWNERS GROVE, ILLINOIS**

This agreement (this "Agreement") is made as of the ____ day of _____, 20__ by and between Chicago Running and Special Events Management Inc., an Illinois Corporation d/b/a Chicago Special Events Management (hereinafter referred to as "CSEM") with principle offices located at 2221 W. 43rd Street, Chicago, Illinois, 60609 and the Village of Downers Grove, an Illinois Municipal Corporation, through its Community Events Commission (hereinafter referred to 'CE") with a principle address of 801 Burlington Ave, Downers Grove, Illinois, 60515-4776. CE is assigned as the municipal division of the Village of Downers Grove representing all aspects of the event in terms of this Agreement and reference to CE will be synonymous with the Village of Downers Grove and considered as one in the same.

Witnesseth:

WHEREAS, CSEM produces and has the rights to the USPRO, USCF Elite Cycling (the "Championship Events"); and

WHEREAS, the Village of Downers Grove has been host to the USPRO Criterium Championships since 1991 and host to the Elite Criterium Championship for Men & Women since 2000; and

WHEREAS, CE desires to obtain Host City Rights from CSEM for the placement and staging of the 2009 Championship Events in the Village of Downers Grove; and

WHEREAS, CSEM has recognized expertise in managing and producing special events like the Championship Events and has a relationship with the national governing body of each sport; and

WHEREAS, CSEM is recognized for the marketing of special events, soliciting corporate and media sponsors; and

WHEREAS, CE wishes to obtain certain advertising and public relations benefits, tourism and prestige from hosting the 2009 Championship Events; and

WHEREAS, CSEM is the legally assigned agent for the 2009 Championship Events; and

NOW THEREFORE, subject to the terms and conditions set forth below, CSEM and CE hereby agree that CE will be the Host City for the 2009 Championship Events if terms of this Agreement are mutually agreed upon as outlined within this document.

In consideration of the mutual covenants contained herein set forth, CE and CSEM hereby agree to be legally bound as follows:

1. DEFINITIONS.

As used herein, the following terms shall have the following meanings:

- A. Criterium. A short loop racecourse used predominantly in cycling events measuring in distance of seven tenths of a mile to one mile.

- B. Host City. A municipality, location or place that has ownership rights to land that can be used for a period of time to stage an event.
- C. National Governing Bodies. The Olympic sanctioned governmental agencies representing their respective sports.
- D. USPRO. The United States Professional Cycling Association.
- E. USCF. The United States Cycling Federation.
- F. Production Services. Services provided to support an organization or presentation of a play, motion picture, live musical performance or other entertainment. Production services include but are not limited to: Sound reinforcement, staging, theatrical lighting, technical and administrative services, and labor.
- G. Sponsor. A person, firm or company that financially supports the event through a monetary commitment (cash) or trade that is directly budget relieving to the expense of the event and receives benefits from such involvement which may include sales, marketing or advertising.
- H. Media Partners. Sponsors of promotional advertising that have a monetary value that is established through the cost of advertising as concluded by the fair market value of such advertising.

2. DIVISION OF RESPONSIBILITIES.

- a. CE will act as the Host City in its rights to the 2009 Championship Events and the ancillary events stage by CSEM that are outlined and incorporated into this Agreement.
- b. CSEM will act as the local organizing committee and will be CE's only agent representative who will interface with the National Governing Bodies to include the following: USA Cycling USPRO, and USCF for 2009.
- c. CSEM agrees that CE maintains the rights to host the 2009 Championship Events as outlined within this Agreement.
- d. CE will provide an area on its streets to stage the 2009 Championship Events. CSEM and CE will work together to locate an acceptable staging area for the event and agree upon such area on or before February 15, 2009.
- e. CSEM will provide the championship rights and national sanctioning permits.
- f. CSEM will provide medical assistance and needed materials for drug testing of athletes.

- g. CSEM will provide the following events to be staged in the Village of Downers Grove.
 - i. USPRO Criterium Championship
 - ii. USCF Elite Championships
 - iii. Big Wheel Race for Children
- h. CE will provide street closure, street closure barricades, traffic reroute signs, street closing notifications to resident and local business, public works employees for setup and take down of street closing barricades and rerouting signage, temporary benches, garbage cans, complimentary use of the Main Street Train Station. CE will provide medical assistance and facilities which includes paramedic assistance during the operational hours of the event. CE will also provide police officers stationed at eight intersections on the course during the operational hours of the event. CSEM will provide course barricades to ensure safety of the course area.
- i. CE will provide electrical service for use by CSEM in the following areas:
 - i. At Main and Grove Streets on the west side for the main stage equipment.
 - ii. Two feeds with distribution panels in the parking lot located at 5207 Main Street. Any further electrical service that is needed will be provided by CSEM or its subcontractors.
 - iii. At the northwest corner of Main and Maple (One 15-amp circuit available).
 - iv. At the southwest corner of Main and Curtiss (One 15-amp circuit available).
 - v. Available power on Main Street between Burlington and Curtiss Streets for participating vendors (Four 20-amp circuits available).
- j. CE will provide CSEM adequate time for pre-event set up and during the take down of the event area. The days outlined below will refer to starting on Friday, August 21, 2009 and the subsequent days thereafter.
 - i. Friday, setup in the parking lot located at 5207 N. Main Street starting at 6:00 p.m. or thereafter (towing only after 9:00 p.m. after the car show).
 - ii. Friday, setup in the Main Street Train station starting at 6:00 p.m. or thereafter.
 - iii. Friday, setup along the course as long as CSEM does not impede traffic or eliminate parking.
 - iv. Saturday, course street closure by 12:00 p.m. (noon) a.m. with ticket and towing of vehicles.
 - v. Saturday, street closure on Main Street between Curtiss and Burlington by 12:00 p.m. (noon) a.m.

- k. CSEM will start the first race on Saturday, August 15th at approximately 1:30 p.m.
- l. CSEM will provide an opening of the course from the end of racing on Saturday until 6:00 a.m. on Sunday.
- m. CSEM will strike/take down at the conclusion of the last race on Sunday, August 16th with a minimum of four hours or approximately 10:30 p.m.
- n. CE will place detour signage at the Parking Deck and at businesses prior to the opening of the course on Saturday evening after the races.

3. FINANCIAL RESPONSIBILITIES.

- a. CSEM will be responsible for specific expenses related to the 2009 Championship Events to include but are not limited to:
 - i. Sanctioning rights fees and permits.
 - ii. Will provide marketing and promotion of the event, including regional and national publicity.
 - iii. Prize money for athletes.
 - iv. Labor.
 - v. Goods and Services.
 - vi. Transportation.
 - vii. Medical assistance for drug testing.
 - viii. Race barricading along race course.
- b. CE will be responsible for municipal expenses related to the 2009 Championship Events to include but are not limited to:
 - i. Wages and benefits for police officers and paramedics .
 - ii. Wages and benefits for public works employees.
 - iii. Cost of electrical services.
 - iv. Cost of Road Closure barricades and rerouting signs.
 - v. Cost of notification to local residents and businesses.
 - vi. Wages and benefits of CE employees.

4. CITY HOST FEES.

- a. CE will provide CSEM with a \$18,000 Host City fee.
- b. CE will make three Host City agreement payments to CSEM in the following amounts on the following dates:
 - i. On or before May 15th, 2009 - \$6000.00
 - ii. On or before July 15th, 2009 - \$6000.00.

- iii. On or before September 15th, 2009 - \$6000.00.
- c. CE will pay to CSEM a Television Fee in the amount of \$5000 on or before July 1, 2009, to be used toward the cost of filming, editing, and broadcasting a one-hour program on Fox-Sports Net. CE may solicit a sponsor to pay their portion of the television fee. If CE procures a sponsor, their logo and name will be included in the opening frames of the program as a sponsor of the program.
 - i. CE consents to the use and inclusion of its logo and name in the opening frames of the program.
 - ii. CSEM will interview an assigned representative of CE which interview will be incorporated into the body of the program.
 - iii. CE has the option of providing CSEM a 30-second commercial promoting its areas tourism for insertion into the program.
- d. CE will provide five (5) complimentary rooms at a local area hotel for two (2) nights for CSEM to utilize at their discretion. CE will assist CSEM in obtaining sponsorships with local area hotels.
- e. Throughout the initial term of this agreement, the parties will provide a 10% commission on every sponsorship sold each season to the other party. In any subsequent year following the 2009 Bike Race, the commission percentage shall increase to 12% for the first renewal (2010) and 15% for the second renewal (2011).

5. DUTIES AND RESPONSIBILITIES.

- a. CSEM will be responsible for the following aspects of the 2009 Championship Events:
 - i. All operational aspects of the races.
 - ii. Securing the majority of sponsorships for the races
 - iii. Providing regional and local publicity.
 - iv. Providing labor, volunteers and staffing.
 - v. Providing overnight security.
 - vi. Providing professional announcers.
 - vii. Providing equipment including but not limited to:
 - 1. Truss systems
 - 2. Sound for Public Announcements
 - 3. Crowd control barricades and course barriers
 - 4. Big wheels and helmets.
 - 5. Tents, Tables and Chairs
 - 6. Staging/Viewing Stands

7. Video finish line cameras
 8. Large digital display clock
 9. Snowfencing
 10. Traffic cones
 11. Warning flags and vest
 12. Announcer Stands
 13. Walkie Talkies
 14. Additional generators
 15. Complete VIP area with hospitality to include a gated VIP area with access restricted to guests with passes, entrance to be monitored by CSEM personnel, a raised covered platform area for VIP viewing at finish line, a minimum area of 20' X 12', a tent (minimum of 20' by 30') with seating and serving areas, food in VIP area to include breakfast and beverages, bottled water throughout the event; hot lunch including beverages of beer, wine, soda and water, and all condiments and serving products for hospitality
- viii. Provide Course Marshals for the event racecourse
 - ix. Securing vendor area at 5207 Main Street and vendors with the exception that CE will secure up to six (6) local food vendors and will be the only entity to obtain said food vendors. The fees charged to vendors will be kept (100%) by CE to cover costs associated with the event.
 - x. Secure the use of the Décor Pro lot at the northwest corner of Main and Maple, specifically 5236 Main Street.
 - xi. Set up of booth exhibitors, sponsors and vendors.
 - xii. Providing an event day agenda.
 - xiii. Public Relations activities (in consultation with CE).
 - xiv. Media and Marketing activities (in consultation with CE).
 - xv. Graphic Design.
 - xvi. Providing a site plan (in consultation with CE).
 - xvii. Advertising (in consultation with CE)
 - xviii. Securing and providing portable restrooms.
- b. CE will provide to the best of their abilities all necessary dumpsters, street sweepers before and after the event (however, if any sweeping is needed during the event, CSEM will provide) and garbage collection containers for the event (cans and bags only, not the labor in the actual collection).

- c. CSEM will provide portable restrooms and all labor associated with sweeping and collection of garbage on an "as needed" basis during the event.
- d. CE will be responsible for all telephone calls and correspondence related to visitor inquiries.
- e. CSEM will be responsible for all inquiries from event participants.
- f. CSEM will provide CE a timeline of activities on or before March 15th, 2009.

6. TERM AND CONDITIONS.

- a. This Agreement encompasses the 2009 Championship Events. CE shall have an option to renew this Agreement for the 2010 and 2011 National Championship Events. To exercise its option to renew, CE must notify CSEM of its intent to renew in writing on or before September 15, 2009 and September 15, 2010.
- b. CE will consult with CSEM when signing a local sponsor to be assured that any previously signed exclusivity sponsor will remain as such. When CE finds a local sponsor who is willing and able to provide assistance to this event, the use of that sponsor will be cleared with CSEM regarding any exclusivity agreement that may be in conflict with the use of the new sponsor.
- c. Both CE and CSEM will share their respective budgets with the other within forty-five (45) days following the event conclusion.

7. REPRESENTATIONS AND WARRANTIES.

- a. Each party represents and warrants to the other that:
 - i. It has full legal right, power and authority to enter into and perform its obligations hereunder;
 - ii. It has not entered into nor will enter into, any contract or other agreement, which would conflict, prohibit or interfere with the full performance of its obligations hereunder or with full enjoyment by the other party of the rights herein.
 - iii. CE assures CSEM and CSEM assures CE that they will each comply with the terms of this agreement solely.
- b. CSEM represents that it is authorized to and possesses all of the necessary skills, licenses and certifications to perform its portion of this Agreement.
- c. CSEM shall ensure that sales tax is being paid by those doing business at the event and, additionally shall ensure that the Village of Downers Grove is receiving credit for such local tax allocation and disbursement.

8. DURATION OF CONTRACT

This agreement becomes effective upon signature approval of both parties for the year 2009. This contract will be automatically extended provided that the Village of Downers Grove Council authorizes production of the bike race event which encompasses the USPRO Criterium Championship and the USCF Elite Criterium Championships for the years 2010 and 2011. Unless either party gives written notice to terminate this contract by December 1st of the year prior to the next bike race event, i.e. in 2009 either party would have to give notice of the intent to terminate by December 1, 2009 or both parties would be committed to having CSEM as the event sponsor for the bike race event in Downers Grove, Illinois for 2010.

9. INDEMNIFICATION.

- a. CSEM shall indemnify and hold harmless CE, its agents, officers and employees, against all injuries, deaths, losses, damages, claims, suits, liability, judgments, cost and expense which may arise directly or indirectly from the negligence or from reckless or willful conduct of CSEM or its employees or agents.
- b. CE shall indemnify and hold harmless CSEM, its agents, officers and employees, against all injuries, deaths, losses, damages, claims, suits, liability, judgments, cost and expense which may arise directly or indirectly from the negligence or from reckless or willful conduct of any TEC employees or agent.
- d. CSEM possesses a workmen's compensation insurance package with the statutory amount of employer's liability coverage in the amount of \$500,000 per occurrence.
- e. CSEM will provide a comprehensive general liability policy providing bodily injury, personal injury and property coverage in an aggregate amount of \$2,000,000.00. Such policy shall name the Village of Downers Grove as an additional insured, shall be in effect during the entire term of the agreement and shall not be cancelled or altered without giving thirty (30) days prior written notice thereof.
- f. CSEM maintains a floating auto policy for its workers, rented and company owned vehicles during use at events. This policy is \$1,000,000 of liability, \$500,000 for collision and \$500,000 for comprehensive.
- g. CSEM shall provide CE with certificates of insurance demonstrating coverage for this event as enumerated above at least thirty (30) days prior to the actual event.

10. ASSIGNMENT.

This Agreement or any part hereof shall not be transferred, conveyed or assigned by either party without the prior written consent of the other.

11. FREEDOM OF INFORMATION

Since CE is a municipal entity, this agreement will comply with any and all statutes that allows for the Freedom of Information, especially with regard to contracts.

12. OWNERSHIP OF PRODUCT.

All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, design, naming rights, techniques, inventions, processes, or works of authorship developed or created by CSEM or its personnel with respect to the Championship Events are the exclusive property of CSEM.

13. NOTICES.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given if hand delivered or express mailed, signature requested,

If to CE:

Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515
Attn: Mary Scalzetti

If to CSEM, as follows:

Chicago Special Events Management
2221 W. 43rd Street
Chicago, Illinois, 60609
Attn. Hank Zemola

14. APPLICABLE LAW.

This Agreement shall be governed by and construed according to the laws of the State of Illinois from time to time in effect. The venue shall be DuPage County.

15. FORCE MAJORE.

The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, act of public enemies, terrorism, action of federal, state or local governmental authorities or for any reason beyond the reasonable control of such party, shall not be deemed a breach of this Agreement.

16. CAMPAIGN DISCLOSURE.

CSEM agrees to execute the attached Campaign Disclosure certificate and further agrees to refrain from making any campaign contributions as defined in Section

9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any village Council Member and any challengers seeking to serve as a member of the Downers Grove Village Council

17. ENTIRE AGREEMENT.

a. This Agreement contains the complete and exclusive statements of the Agreement between the parties and supersedes all prior agreements, understanding, communications and proposals, oral or written, between the parties relating to the subject matter of this Agreement.

b. This Agreement may not be modified or amended except in writing executed by CSEM and CE, which refer to this Agreement.

c. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between CSEM and CE. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

AGREED AND ACCEPTED on this _____ day of _____, 2009.

VILLAGE OF DOWNERS GROVE

By: _____, Title: _____

Attest: _____
Village Clerk

CHICAGO RUNNING AND SPECIAL EVENTS MANAGEMENT, INC.

By: _____, Henry R. Zemola, President

Subscribed and sworn to
Before me this _____ day of _____ 2009

Notary Public

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

- Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Signature

Print Name

- Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name