

## **AGREEMENT BETWEEN THE CITY OF JOLIET AND THE JOLIET FIRE DEPARTMENT CARES FOUNDATION, INC.**

This Agreement is entered into on the \_\_\_\_ day of July, 2025, between the City of Joliet (City), a home rule municipal corporation, and the Joliet Fire Department Cares Foundation, Inc., (Foundation), a not-for-profit corporation, both of which exist and operate under the laws of the State of Illinois. The parties agree to the following terms and conditions:

### **1. Joliet Fire Department Cares Foundation, Inc.**

The Foundation agrees to collaborate with the City Manager of the City and the Manager of Bicentennial Park in all matters relating to the policies, operation and development of the facility.

### **2. Meeting Space and City Cooperation**

The City shall provide meeting space for the Foundation and cooperation of City staff and employees so long as this agreement is in effect. The Foundation is permitted to utilize various meeting spaces within Bicentennial Park to further their stated purpose.

### **3. Rules, Regulations, and Fees**

The Foundation shall be authorized, in conjunction with the Bicentennial Park Division of the City, to carry out the rules and regulations promulgated by the City Manager or their designee, pursuant to rule making authority and to collect and remit any fees imposed pursuant to the authority for the use of Park facilities and in accordance with the financial policies and procedures of the City.

### **4. Debt**

The Foundation shall not be authorized to incur any debt on behalf of the City. The City shall not be authorized to incur any debt on behalf of the Foundation.

### **5. Improvements, Maintenance and Funding**

All improvements made to Bicentennial Park shall be the property of the City. As the owner, the City will provide the customary city services afforded other municipally owned/operated real estate including, but not limited to:

- Building and grounds maintenance;
- Equipment and supplies;
- Sanitary services;
- Utilities;
- Police and fire services;
- Temporary personnel;

- Surplus equipment and supplies;
- Legal and fiscal accounting services, and
- Liability and casualty insurance.

The City of Joliet will continue to provide revenue to support operations and programs of the Park as funds are available and approved by City Council. The funds from the City will be used to pay expenses as approved in the annual City budget. The City shall receive and collect all fees for Park usage. The Foundation shall have the right to collect and receive funds derived through donations, concession profits, Foundation-sponsored activities, grants, and liquor sales. Said funds shall be used for the benefit and fulfilment of the Foundation's stated purpose. The Foundation shall have an audit performed annually and shall provide the City a copy upon request.

## **6. Expenditures**

All expenditures of funds provided by the City to the Foundation shall be approved by the City Manager and shall follow the City's purchasing procedure.

All expenditures of funds collected and maintained separately by the Foundation shall be approved by the Foundation's Board. The Foundation's board shall use the City's purchasing policies or establish their own purchasing policies for approval by the City Manager. Individual purchases or expenditures of \$25,000.00 or more must be approved by the City Council if they constitute modifications or improvements to park facilities.

## **7. Control of Operations**

The parties acknowledge that the City, through the City Manager and the Bicentennial Park Division, shall have administrative control of the Park and the Foundation shall assist the City Manager with providing operational direction and serve in an advisory and fundraising capacity. Said control is vested with the City in recognition of the City's responsibility to protect and guarantee its ownership and annual financial investment in the Park.

The Park Manager shall be the City's representative on-site in charge of administration of the Park in the best interest of the City. The Park Manager will also receive advice from the Foundation relating to operations and direction from the Foundation relating to programming. Any conflict that may arise between the Foundation and the Park Manager shall be brought to the attention of the City Manager for resolution. Any issues not resolved to the satisfaction of the Foundation shall be brought to the attention of the liaison person appointed by the City Council. Such issues shall be decided by the City Council.

## **8. Responsibilities of the Foundation**

The Foundation shall have the following responsibilities:

- Maintain the Foundation in accordance with the Joliet Fire Department Cares Foundation Inc. bylaws.
- Conduct fundraising activities to generate additional income for the Foundation.
- Maintain a liquor license through the City of Joliet for any event that serves, sells, or otherwise provides alcoholic beverages. The Foundation shall hold the liquor license. Any individual serving, selling, or otherwise providing alcoholic beverages on behalf of the Foundation shall be BASSET certified. The City will maintain a certificate of insurance on behalf of the Foundation.
- Assist the Park Manager with annual budget submission and other City requirements.
- Provide direction to the Park Manager relating to programming. This shall include development of an annual programming plan insuring continuous use of the facility by all community members.
- Provide advice to the Park Manager relating to park operations.
- Cooperate with the Mayor, City Council, and the City Administration in all matters including City-sponsored programs and activities at the park.

## **9. Term of Agreement**

This Agreement shall be considered a “pilot program” effective for the remainder of the 2025 season commencing upon the date of its approval by both parties. This Agreement may be terminated at any time by either party by providing the other party with written notice of the termination at least sixty (60) days prior to the termination date. This Agreement shall terminate on December 31, 2025 unless another Agreement is signed by both parties extending the Agreement.

## **10. Assignment**

This Agreement may not be assigned by the Foundation without prior written consent of the City.

## **11. Amendment**

This Agreement may not be amended without the prior written consent of the corporate authorities of both parties.

Joliet Fire Department Cares Foundation, Inc.

City of Joliet,

\_\_\_\_\_  
**Foundation President**

\_\_\_\_\_  
**City Manager**

Attest:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**City Clerk**