

RESOLUTION 23-14

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AN BETWEEN THE COUNTY OF KANKAKEE, CITY OF KANKAKEE, VILLAGE OF BOURBONNAIS, VILLAGE OF MANTENO, AND KANKAKEE COUNTY CONVENTION AND VISITORS BUREAU, INC. FOR THE PROMOTION OF TOURISM IN KANKAKEE COUNTY, ILLINOIS

IT RESOLVED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

The Intergovernmental Agreement by and between the County of Kankakee, City of Kankakee, Village of Bourbonnais, Village of Manteno, and Kankakee County Convention and Visitors Bureau, Inc. for the Promotion of Tourism in Kankakee County, Illinois, in substantially the same form as Exhibit "A," is hereby approved and incorporated herein as a part of this resolution.


Section 2

The Village President is hereby authorized and directed to execute the Intergovernmental Agreement and such other documents as are necessary to effectuate the purposes thereof.

Section 3

This Resolution shall be in full force and effect from after its adoption.

This Resolution was adopted and deposited in the office of the Village Clerk of the Village of Manteno this 15th day of April, 2024.



ROBIN BATKA, Village Clerk

APPROVED by me this 15th
day of April, 2024.



TIMOTHY O. NUGENT, Village President

AN INTERGOVERNMENTAL AGREEMENT BY AN BETWEEN THE COUNTY OF KANKAKEE, CITY OF KANKAKEE, VILLAGE OF BOURBONNAIS, VILLAGE OF MANTENO, AND KANKAKEE COUNTY CONVENTION AND VISITORS BUREAU, INC. FOR THE PROMOTION OF TOURISM IN KANKAKEE COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM (“Agreement”) is made and entered into as of April ____, 2024, but actually executed by each of the undersigned entities on the date set forth beneath the respective signatures of their duly authorized officers below.

WITNESSETH

WHEREAS, the County of Kankakee, City of Kankakee, Village of Bourbonnais, and Village of Manteno (the “Units of Local Government”) are units of local government duly organized and existing under the laws of the State of Illinois;

WHEREAS, the Kankakee County Convention & Visitors Bureau, Inc. (the “Corporation”) is an Illinois general not-for-profit corporation exempt from federal income taxes under Section 501(c)(6) of the Internal Revenue Code of 1986, organized and existing to promote tourism; conventions; expositions; and theatrical, sports and cultural activities within Kankakee County, or to otherwise attract nonresident overnight visitors thereto;

WHEREAS, the Units of Local Government are desirous of pooling their resources through a membership interest in the Corporation to avail themselves of the Corporation’s contacts and expertise to promote tourism in Kankakee County; and,

WHEREAS, the Corporation is agreeable to use its resources and expertise to promote tourism in Kankakee County in accordance with this Agreement and its bylaws.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Units of Local Government and the Corporation hereby agree, covenant, represent, and undertake as follows:

Section 1. Recitals. The recitals of this Agreement are hereby incorporated and made a part of this Agreement as though fully set forth herein.

Section 2. Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms, and phrases hereinafter defined shall have the same meanings for all purposes of this Agreement:

2.1 *Corporation* means the Kankakee County Convention & Visitors Bureau, Inc.

2.2 *County* means the County of Kankakee.

- 2.3 *Effective Date* means the date referenced in the introductory paragraph of this Agreement.
- 2.4 *IGA* means this Agreement.
- 2.5 *Municipalities* means the City of Kankakee, Village of Bourbonnais, and Village of Manteno.
- 2.6 *Units of Local Government* means the County and the Municipalities.

Section 3. Membership Funding and the Promotion of Tourism. Annually commencing July 1, 2024, on the dates and intervals established and invoiced by the Corporation, each of the Units of Local Government shall pay over to the Corporation an amount equal to \$60,000, plus \$5,000 for every hotel/motel within its corporate boundaries (or for the County, within the unincorporated area) existing and in operation as of July 1 preceding such payment. The Corporation shall be governed in accordance with its bylaws and all of its funds, including membership dues, shall be expended as directed by the Corporation's board of directors so as to promote tourism and conventions in Kankakee County or otherwise attract nonresident overnight visitors thereto.

Section 4. Default. Except as otherwise provided in this Agreement, the failure on the part of party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement, that continues uncured for fifteen (15) days after written notice thereof, shall constitute an "Event of Default." No default shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

Section 5. Remedies. In the Event of Default, the remedies shall be specific performance (including payment of money), or such other rights or remedies as set forth under this Agreement.

Section 6. Term. This Agreement shall remain in full force and effect from its execution through June 30, 2026.

Section 7. Authority. The parties represent to one another that they are each authorized to and have the power to enter into, and by proper action have duly authorized the execution, delivery and performance of the Agreement.

Section 8. Notices and Communications. All notices, demands, requests for reimbursement, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to the parties at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) County of Kankakee, 189 East Court Street, Kankakee, IL 60901, Attn: County Board

Chairman

- (2) City of Kankakee, 304 South Indiana Avenue, Kankakee, IL 60901, Attn: Mayor
- (3) Village of Bourbonnais, 600 Main Street NW #1, Bourbonnais, IL 60914, Attn: President
- (4) Village of Manteno, 98 East Third Street, Manteno, IL 60950, Attn: President
- (5) Kankakee County Convention and Visitors Bureau, Inc., 275 East Court Street, Suite 102, Kankakee, Illinois 60901; Attn: Executive Director

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9. Illinois Law. This Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 10. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Section 11. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by each of the parties.

Section 12. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and except for the IGA, which shall remain in full force and effect, supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings, and all such other negotiations, commitments, agreements, and writings shall have no further force or effect, and the parties thereto shall have no further rights or obligations thereunder.

Section 13. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 14. Non-Waiver. None of the parties hereto shall be under any obligation to exercise any of the rights granted to them in this Agreement. The failure of a party to exercise at any time any right granted to said party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect such party's right to enforce that right or any other right.

Section 15. Severability. It is hereby expressed to be the intent of the parties that should

any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby; but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

Section 16. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 17. Third-Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the parties.

Section 18. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of any of the parties, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of any of the parties shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of, in connection with, or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

COUNTY OF KANKAKEE, ILLINOIS

CITY OF KANKAKEE, ILLINOIS

By: _____
Chairman

By: _____
Mayor

Dated: _____, 2024

Dated: _____, 2024

VILLAGE OF BOURBONNAIS, ILLINOIS

VILLAGE OF MANTENO, ILLINOIS

By: _____
President

By: Timothy August
President

Dated: _____, 2024

Dated: April 15, 2024

KANKAKEE COUNTY CONVENTION
AND VISITORS BUREAU, INC.

By: [Signature]
Executive Director

Dated: March 22, 2024