



East Aurora Administration Center
310 Seminary Ave
Aurora, IL 60505

Date: March 2nd, 2026

To: Dr. Robert Halverson, Superintendent of Schools
East Aurora School District 131 Board of Education

From: Andrew Allen, Assistant Superintendent of Operations

Informational:

Presented for your review is the City of Aurora sponsorship contract for the City of Lights track, boys' soccer, wrestling, and cheerleading competitions. This event has successfully rotated between East and West Aurora Schools for several years. The updated agreement clarifies the city's obligations, specifically noting that the District will maintain its liability insurance while the City of Aurora assumes the cost of all trophies and awards.

We are currently seeking a consensus to move forward with this sponsorship agreement.

CITY OF AURORA SPONSORSHIP AGREEMENT FOR THE 2026 CITY OF LIGHTS COMPETITIONS

THIS AGREEMENT, is entered on the Effective Date between the sponsor, City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and the sponsored party East Aurora School District 131 (“District”), for the sponsorship herein described. The sponsor, City of Aurora, shall provide a sponsorship for the City of Lights Track, Boys Soccer, Wrestling, and Cheerleading Competitions, to be hosted by the District, as set forth more fully in this agreement.

1. **Term.** The term of this sponsorship shall be for the year 2026, limited to the payment of funds and donation of trophies to the District to offset the costs of the tournaments on the dates included on Exhibit A. The sponsorship offsets the costs of hosting these tournaments, including for workers, officials, judges, scoring software, and trophies/medals for the events outlined in Exhibit A.

2. **Standard of Performance.** The sponsored party shall perform all Services related to the sponsored event, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Sponsored party shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Sponsoring party shall ensure that it and all of its employees or subcontractors performing Services under this sponsorship agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Sponsored party shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the sponsored party or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for all the Services by the City shall relieve the sponsored party from the responsibilities set forth herein.

3. **Payment and Terms of Sponsorship.** The City will provide sponsorship in the amounts outlined in Exhibit A. A complete budget that outlines the contribution of each sponsoring party is attached to this agreement as Exhibit A. The parties may adjust the budget line items in Exhibit A by agreement in writing, if the maximum award sponsorship amount is not exceeded.

4. **Media and Promotion.** The City shall be recognized as a sponsor of the event and shall be given the opportunity to approve all promotional materials that bear its name or logo, prior to these materials being distributed.

5. **Compliance with Laws.** The District in the performance of its operations and activities for the Event shall comply with, and the District shall cause all Event Vendors to comply with all applicable federal, state, and local laws, ordinances, rules and regulations in the performance of its operations and activities for the Event.

6. **Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the sponsorship not yet performed, by providing sponsored party with thirty

(30) days' notice specifying the termination date. On the date specified, this Agreement will end. After the termination date, sponsored party has no further contractual claim against the City based upon this Agreement and any payment so made to the sponsored party upon termination shall be in full satisfaction for Services rendered.

7. Indemnification and Insurance

- (a) **Insurance.** The sponsored party shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the sponsored party shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.
- (b) **Indemnification.** The sponsored party shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of sponsored party's performance of its obligations under this Agreement, including specifically those brought by third parties.
- (c) **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

8. Miscellaneous Provisions.

a. **Illinois Freedom of Information Act.** The sponsored party acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with Exhibits A and B represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

f. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

g. Licenses and Permits. The District shall be solely responsible for acquiring all necessary licenses, permits, and inspections as required by local, state, and federal governmental authorities in connection with this Event and shall provide, if requested by the City of Aurora, copies of said licenses, permits and inspections not less than five (5) business days prior to the Commencement Date.

h. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States mail, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below:

East Aurora School District 131
Attn: Andrew Allen
310 Seminary Ave.
Aurora, IL 60505
Email: aallen@d131.org
Phone: 630-299-5550

City of Aurora
Attn: Simon Rodriguez, Jr.
44 E. Downer Ave
Aurora, IL 60507
Email: rodriguezsa@aurora.il.us
Phone: 630-256-3402

Notices personally delivered shall be deemed given on the date of delivery, notices sent by U.S. mail shall be deemed delivered following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 p.m. on a business day, or, if later, the next business day.

Date: _____

FOR: CITY OF AURORA, ILLINOIS

FOR: East Aurora School District 131

By: _____

By: _____

Jolene Coulter
Director of Purchasing

Print: _____
Title: _____

EXHIBIT A

Total Budget for Sponsored Events

Item	Budget	Breakdown of Budget
Payment to Simmons Middle School (EA District 131) -**Track	Event Budget: \$2,075 COA sponsor: \$1,000 (48%)	-\$1,775 for timing company contract -\$300 for starter equipment
Trophies/medals for Track (Simmons)	\$967 (est.)	-2 1 st place trophies -2 2 nd place trophies -2 3 rd place trophies -138 medals -138 custom laser engrave
Payment to Fred Rodgers Magnet Academy (EA District 131) -Boys Soccer	Event budget: \$710 COA sponsor: \$500 (70%)	-6 games x 1 Official x \$80= \$480 -1 game x 2 Officials x \$80= \$160 -Assigner: 7 games x \$10= \$70
Trophies/medals for Boys Soccer (FRMA)	\$533 (est.)	-1 1 st place trophy -1 2 nd place trophy -46 medals -46 custom laser engrave
Payment to East Aurora School District 131 -**Cheerleading	Event budget: \$1,740 COA sponsor: \$1,300 (75%)	-\$800 DJ services -\$600 (4 x \$150) judges -\$220 est. maintenance crew -\$120 staff est.
Trophies/medals for Cheerleading (EA 131)	\$600 (est.)	-1 1 st place trophies -1 2 nd place trophies -1 3 rd place trophies -54 medals -54 custom laser engrave
Payment to Cowherd Middle School (EA District 131) -**Wrestling	Event budget: \$2,310 COA sponsor: \$800 (35%)	-Officials (3)= \$720 -Table workers (4)= \$700 -Worker at Gate (1)= \$50 -Nurse (1)= \$150 -Track wrestling program= \$100 -Event Scorer= \$300 -Assistant Scorer= \$70 (ran wrestling program) -Coaching Room Food \$180 -Munos Award Plaque= \$15

		-Bracket Printouts= \$25
Trophies/medals for Wrestling (Cowherd)	\$600 (est.)	-1 1 st place trophies -1 2 nd place trophies -1 3 rd place trophies -54 medals -54 custom laser engrave
Total	\$6,300	

***All competitions have a \$60 team fee to offset costs**

****This competition also has an entrance fee (\$3-5 adults, \$1-2 for students) to offset costs**

Location & Dates of Events

Event	Location(s)	Date(s)	Times
COL Track Meet	East Aurora High School	May 12, 2026	4:30 pm
COL Boys Soccer	Stuart Sports Complex (Fox Valley Park District)	September 30, October 1, 6, 7, & 8	All dates start at 4:30 pm
COL Cheerleading	East Aurora High School	December 11, 2026	5:45 pm
COL Wrestling	Cowherd Middle School	December 12, 2026	9:00 am

EXHIBIT B

INSURANCE REQUIREMENTS

The sponsored party, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the sponsored party's operations.

The Sponsored Party shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City.

This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ten (10) days written notice to the certificate holder named to the left." The sponsored party shall include the City as a primary, non-contributory additional named insured on the General Liability, Auto Liability and Umbrella Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this event. The sponsored party shall pay all insurance premiums without cost to the City.

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate