Resolution No. 08 – 2016

RESOLUTION

VILLAGE OF GILBERTS

Authorizing the Approval of the CY 2016 Recreational Programming Agreement with the Gilberts Grizzlies

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and the Gilberts Grizzlies to provide youth football and cheerleading programs for the community.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this 15th day of March 2016 by a roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee David LeClercq	✓			
Trustee Dan Corbett	✓			
Trustee Nancy Farrell	✓			
Trustee Louis Hacker	✓			
Trustee Elissa Kojzarek	✓			
Trustee Guy Zambetti	✓			
President Rick Zirk				

APPROVED THIS 15th DAY OF March, 2016

Village President, Rick Zirk

(SEAL) SEAL OF THE VILLAGE OF GILBERTS INCORPORATED 1890 ILLINOIS

ATTEST: Debra Meadows

Village Clerk, Debra Meadows

Published: March 16, 2016

VILLAGE OF GILBERTS AND GILBERTS GRIZZLIES
CY 2016 RECREATIONAL PROGRAMMING AGREEMENT

AGREEMENT made this 3 day of MARCH 2016, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Gilberts Grizzlies, an Illinois non-profit corporation (hereinafter referred to as "the Grizzlies").

RECITAL

WHEREAS, the Grizzlies, A 501(c)(3) not-for-profit community service organization, provides youth football and cheerleading programs for the communities it serves: and,

WHEREAS, the Village and the Grizzlies agreed on a program of recreational activities;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2016, the Village and the Grizzlies agree to provide Support of a youth football program offered to the citizens of Gilberts by the Grizzlies.

II. SCOPE OF SERVICES. The Grizzlies shall implement the following program of activities

A. Youth Football

1. The Grizzlies will organize and implement a youth football program for children ages 5 to 14, based on the need for each level and provided there are enough participants to provide a quality program.

2. The football program will start on JUNE 15TH 2016 and run through DECEMBER 31ST, 2016.

3. Space at Memorial, and/or Waitcus or other Village Parks shall be reserved for practice sessions for additional hours/days as mutually agreed upon the Village and Grizzlies. To the best of its ability, the Village agrees to provide adequate practice times for Grizzlies teams.

III. MAINTENANCE AND FACILITIES

A. Village Responsibilities. The Village agrees to provide the following services to support the programs provided by the Grizzlies:

1. Prior to the football season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Gilberts Elementary School.

2. The Village shall provide the Grizzlies with information for the Village's designated non-emergency contact.

3. The Village shall be responsible for grass mowing and regular garbage collection at Memorial, and Waitcus Parks. The grass will be properly maintained prior to game times. The Village will provide garbage receptacles through its contracted waste hauler.

4. The Village shall be responsible for filling any pot holes and rolling the football field at a field to be announced to create a safe playing surface prior to the beginning of the football playing season.

5. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting for vandalism and/or misuse of the Village property.

6. The Village shall work with the Grizzlies to ensure that all goals are properly anchored to avoid risk of injury.

B. The Grizzlies agree to the following conditions of the use of Village facilities for Grizzlies' activities:

1. The Grizzlies shall be responsible for lining the fields for the football programs that they run. The Grizzlies may coordinate with other programs to stripe and/or prepare Village parks for game or program use.

2. The Grizzlies agree to restore at the end of the day all Village parks and Facilities used for Grizzlies activities to the same condition as found at the beginning of the day, as reasonable determined by the Village Public Works Supervisor.

3. The Grizzlies shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another football program if there are an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the Grizzlies agree to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.

4. The Grizzlies shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating the Grizzlies for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the Grizzlies from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from March 3, 2016 to December 1, 2016.

B. INSURANCE. The Grizzlies shall carry a general liability insurance policy for an amount no less than $1,000,000.00 and an umbrella policy for an amount no less than $5,000,000.00. The Grizzlies shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Grizzlies activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by the Grizzlies.

C. INDEMNIFICATION. The Grizzlies hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Grizzlies programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either the Grizzlies of the Village should either the Village or the Grizzlies fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. The Grizzlies shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

F. AMENDMENT. This Agreement may be amended during the term of this Agreement by mutual written consent of the Village and the Grizzlies.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Rick Zirk, Village President

Debra Meade

Grizzlies Football/Cheer League

Brian Ford
(authorized signatory)