

**RESOLUTION**

**VILLAGE OF GILBERTS**

**Authorizing the Approval of the CY 2017 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team**

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 Tri-Cities to provide youth baseball 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 21<sup>st</sup> day of Feb, 2017 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClerc	_____	_____	<u>✓</u>	_____
Trustee Dan Corbett	<u>✓</u>	_____	_____	_____
Trustee Nancy Farrell	<u>✓</u>	_____	_____	_____
Trustee Louis Hacker	<u>✓</u>	_____	_____	_____
Trustee Elissa Kojzarek	<u>✓</u>	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	<u>✓</u>	_____	_____	_____

APPROVED THIS 21<sup>st</sup> DAY OF Feb., 2017



[Signature]  
Village President, Rick Zirk

[Signature]  
Village Clerk, Debra Meadows

Published: 2/22/2017

**VILLAGE OF GILBERTS AND TRI-CITIES/BISON BASEBALL TEAM  
CY 2017 RECREATIONAL PROGRAMMING AGREEMENT**

**AGREEMENT** made this 7 day of February, 2017, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the Village”) and Tri-Cities Baseball Team the (hereinafter referred to as “Tri-Cities Team”).

**RECITAL**

**WHEREAS**, Tri-Cities/Bison Travel Team provides a youth baseball program for the communities it serves: and,

**WHEREAS**, the Village and Tri-Cities/Bison Travel Team agreed on a program of recreational activities;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE.** For calendar year 2017, the Village and Tri-Cities/Bison Travel Team agree to provide support of a youth baseball program offered by Tri-Cities/Bison Travel Team.

**II. SCOPE OF SERVICES.** Tri Cities/Bison Team shall implement the following program of activities:

**A. Youth Baseball**

1. Tri-Cities will organize and implement youth baseball practices.
2. The Gilberts Town Center Park (Columbia Drive) baseball field shall be reserved for Tri-Cities/Bison Team baseball practice sessions as noted on their schedule **See Attached.**

Space at Town Center baseball field shall be reserved for Tri-Cities/Bison Travel baseball Memorial and/or Waitcus Parks shall be reserved for practice sessions for additional hours/days as mutually agreed upon by the Village and Tri-Cities/Bison to the best of its ability, the Village agrees to provide adequate practice times for Tri-Cities Team.

**III. MAINTENANCE AND FACILITIES**

**A. Village Responsibilities.** The Village agrees to provide the following services to support the programs provided by Tri-Cities/Bison:

1. Prior to the baseball season starting, the Village shall provide and maintain four porta-potties or similar temporary restroom accommodations at Town Center and Memorial Park.
2. The Village shall provide Tri-Cities/Bison Team with information for the Village's designated non-emergency contact as follows: Chief Building Inspector, John Swedberg may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-4167 after normal business hour you may contact Trustee Dan Corbett at 847-361-8991.
3. The Village shall be responsible for grass mowing and regular garbage collection at Town Center, Memorial and Waitcus Parks. The grass will be properly maintained prior to practice times. The Village will provide garbage receptacles through its contracted waste hauler and arrange for regular garbage pick-up.
4. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
5. The Village shall provide in-field sand for Tri-Cities/Bison Team use on the Town Center and Memorial Park baseball diamond. If the baseball diamond is in need of more in-field sand throughout the season, Tri-Cities will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
6. The Village shall provide Tri-Cities/Bison Team a copy of the appropriate water quality test for the water fountain at Town Center and Memorial Park to demonstrate compliance with all applicable state regulations.

**B. Tri-Cities/Bison Team agrees to the following conditions for the use of Village facilities for Tri Cities Travel Team activities:**

1. Tri-Cities/Bison Team shall be responsible for lining the fields for the baseball program they run. Tri-Cities may coordinate with other programs to prepare Village parks for practice or program use.
2. Tri-Cities/Bison Team shall be responsible for clearing the baselines and spreading in-field sand after every use. The sand will be provided by the Village for the baseball diamond at Town Center Park during their baseball season. Tri-Cities Travel Team shall also be responsible for raking the in-field after every use, with a rake provided by Tri Cities Team.
3. Tri-Cities Team agrees to restore at the end of the day all Village parks and facilities used for Tri-Cities/Bison Team activities to the same condition as found at the beginning of the day, which includes picking up debris (water bottles, paper, ect.) as reasonably determined by the Village Public Works Supervisor.

4. Tri-Cities/Bison Team 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 Tri-Cities/Bison for the provision of the programs identified in this Agreement, nor shall the Village be entitled to any funds collected by Tri-Cities/Bison Team 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 12, 2016 to the YMCA needs the fields 2017.

**C. INSURANCE.** Tri-Cities/Bison Team 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. Tri-Cities/Bison shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Tri-Cities/ Bison Team 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 Tri-Cities/Bison Team.

**D. INDEMNIFICATION.** Tri-Cities/Bison Team 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 Tri-Cities/Bison Team programs and activities.

**D. FAILURE TO PERFORM.** This Agreement may be declared null and void by either Tri-Cities/Bison Team or the Village should either the Village or Tri-Cities/Bison Team 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.** Tri-Cities/Bison Team 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.

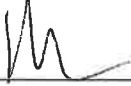
**F. AMENDMENT.** This Agreement may be amended during the term of this Agreement by mutual written consent of the Village and Tri-Cities.

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

Village of Gilberts

Tri-Cities / BISON  
Baseball Team

  
\_\_\_\_\_  
Rick Zirk, Village President

  
\_\_\_\_\_  
(authorized signatory)