

RESOLUTION

VILLAGE OF GILBERTS

Authorizing the Approval of the CY 2017 Recreational Programming Agreement with the Northwest Little League T- Baseball Teams

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 Northwest Little League to provide youth T-Ball 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 21st day of February 2017 by a roll call vote as follows:

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

APPROVED THIS 21st DAY OF February, 2017

[Signature]

Village President, Rick Zirk



ATTEST: *[Signature]*
Village Clerk, Debra Meadows

Published: 2/22/2017

**VILLAGE OF GILBERTS AND NORTHWEST LITTLE LEAGUE
CY 2017 RECREATIONAL PROGRAMMING AGREEMENT**

AGREEMENT made this 21 day of February, 2017, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the Village”) and the Northwest Little League an Illinois non-profit corporation (hereinafter referred to as “the League”).

WHEREAS, the League a 501(c)(3) not-for-profit community service organization, offers a wide range of baseball programs and services for the communities it serves: and,

WHEREAS, the Village benefits from the programming efforts of the League through the baseball programs; and,

WHEREAS, the Village and the League have agreed on a program of baseball activities to be provided by the League in calendar year 2017; and,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2017, the Village and the League agree to provide baseball programs offered to the citizens of Gilberts by the League on behalf of the Village.

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

A. Youth Baseball

1. The League will organize and implement a youth T-Ball baseball program for children ages 4 and up, based on the need for each level and provided there are enough participants to provide a quality program.
2. The spring youth T-Ball program will start on April 1, 2017 and runs through July 1, 2017.
3. The baseball fields at Waitcus shall be reserved for the League baseball games on every Monday- Thursday and Saturday from 6-7 weekdays and from 9-12 on Saturdays.
4. The League will be responsible for coordinating with the Rutland-Dundee Fire Protection District for required emergency services.

III. MAINTENANCE AND FACILITIES

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

1. Prior to the regular baseball season starting, the Village shall provide and maintain one porta-potty at Waitcus Park, two porta-potties at Town Center Park, and two porta-potties or similar temporary restroom accommodations at Memorial Park.

2. The Village shall provide the League 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, Town Center 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 promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
5. The Village shall provide the League a copy of the appropriate water quality tests for the water fountain at Waitcus Park to demonstrate compliance with all applicable state regulations.

B. The League agrees to the following conditions of the use of Village facilities for _____ programs and activities:

1. The League shall be responsible for lining the fields for the baseball.
2. The League shall be responsible for clearing the baselines and spreading dirt and/ or turfus provided by the Village for the baseball diamond at Waitcus Park during their baseball seasons. The League shall also be responsible for raking the field prior to its use for games.
3. The League shall be responsible for all equipment they deem necessary.
4. The League agrees to restore at the end of a day all Village parks and facilities used for League activities to the same condition as found at the beginning of the season
6. The League shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another Gilberts Leagues program if there are an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the League agrees to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.
7. The League 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 League for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the League 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

2/21/2017 - 12/31/2017

B. INSURANCE. The League 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 League shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for League 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 League.

C. INDEMNIFICATION. The League 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 Leagues programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either the League or the Village should either the Village or the League fails 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 League 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.

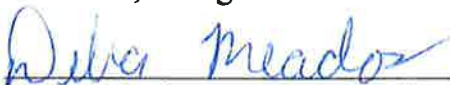
F. DRUG FREE WORKPLACE. The League shall operate under the terms and conditions of the League's Drug and Alcohol policy, attached to this agreement as Exhibit "A" and as updated from time to time.

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

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 Meadows, Village Clerk

NORTHWEST LITTLE LEAGUE
Name of Organization


(authorized signatory)
BRYAN PANFIL