

RESOLUTION 04-2019

VILLAGE OF GILBERTS

A RESOLUTION APPROVING THE 2019 RECREATIONAL PROGRAMMING AGREEMENT WITH BISON BASEBALL AND TRI-CITIES BASEBALL

WHEREAS, Bison Baseball and Tri-Cities Baseball is a duly registered not-for-profit corporation that provides youth soccer, youth T-ball, youth basketball, and various other outdoor and indoor recreational events and programs (the "*Recreational Activities*"); and

WHEREAS, Programmer desires to use certain fields owned by the Village located at Gilberts Town Center Park on Columbia Drive, Memorial Park on Tyrrell Road, and Waitcus Park on Rt. 72 (collectively, the "*Fields*") for Programmer's recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into a Recreational Programming Agreement, a copy of which is attached to this Resolution as **Exhibit A** (the "*Programming Agreement*"), to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Programming Agreement and authorizes the Village President and Village Clerk to execute the Programming Agreement on behalf of the Village and such other documents as are necessary.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY THE BOARD OF TRUSTEES this 5 day of March, 2019 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Elissa Kojzarek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Nancy Farrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Lou Hacker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Guy Zambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Rick Zirk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



APPROVED THIS 5 DAY OF March, 2019

Rick Zirk, Village President

ATTEST:

Courtney Nicholas, Village Clerk

**VILLAGE OF GILBERTS
2019 RECREATIONAL PROGRAMMING AGREEMENT**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“Agreement”) is made this 28th day of February, 2019 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (Bison Baseball and Tri-Cities Baseball) (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides (*Baseball Instruction to youth in the Local Community*) (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use certain fields owned by the Village located at the Gilberts Town Center Park on Columbia Drive (the “*Fields*”) for Programmer’s recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into this Agreement to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth herein.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Programmer agree as follows:

A. RECITALS. The above recitals are hereby incorporated into and made part of this Agreement.

B. FIELD USAGE. For calendar year 2019, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.

C. VILLAGE RESPONSIBILITIES. The Village agrees to provide the following services for the Fields:

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.
3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.

4. The Village's designated non-emergency contact as for questions regarding the Fields is Chief Building Inspector, John Swedberg, who may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-4167.

D. PROGRAMMER OBLIGATIONS. Programmer will be responsible for the following:

1. Programmer will provide all necessary equipment for the Recreational Activities.
2. Programmer will restore the Fields after each use to the same condition as Programmer found the Fields, including the removal of any garbage or debris (water bottles, paper, ect.) as reasonably determined by the Village's Chief Building Inspector.
3. Programmer may not store any equipment at the Fields without the express written consent of the Village.
4. Programmer will be responsible for inspecting the Fields and determining whether they are safe and suitable for the Recreational Activities.
5. Programmer will be responsible for monitoring weather conditions while using the Fields, and will be responsible for determining if the Recreational Activities should be suspended or cancelled due to inclement or dangerous weather.
6. Programmer will be responsible for any and all equipment or other personal property brought onto the Fields by Programmer or the participants in the Recreational Activities. The Village will not be responsible for any lost, damaged, or stolen property brought onto the Fields.
7. Programmer will comply with all applicable local, state, and federal laws applicable to Programmer and the Recreational Activities. Programmer will not discriminate or refuse to allow an individual to participate in the Recreational Activities on basis of race, creed, color, sex, sexual orientation, military service status, age, national origin, matriculation, disability, or any other class protected by local, state, or federal law.
8. Programmer will be responsible for the safety of all participants in the Recreational Activities, including ensuring all of Programmer's employees and volunteers are qualified and capable of supervising the Recreational Activities.
9. Programmer must include the Village of Gilberts as a released party in the Programmer's waiver and release of liability for participants in the Recreational Activities. Programmer must provide the form waiver and release of liability for the Village's review and approval before Programmer uses the Fields.

E. TERM OF AGREEMENT. This Agreement shall be in effect from (*February*), 2019 to (*November*), 2019. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

F. INDEMNIFICATION. Programmer will, and hereby agrees to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys' fees, arising out of or related to (i) the acts and/or omissions of Programmer or Programmer's employees, agents, or volunteers, (ii) the use of the Fields by Programmer or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Fields during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Programmer will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys' fees, incurred by reason of Programmer's breach of any of its obligations under this Agreement.

G. INSURANCE. Programmer will 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 \$2,000,000.00. Programmer will add the Village as an additional insured party on any policy for the use of the Fields by Programmer. Programmer will provide a certificate of insurance evidencing such coverage to the Village Clerk prior to any use of the Fields by Programmer.

H. MISCELLANEOUS.

1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
2. Programmer may not assign this Agreement without the express written consent of the Village.
3. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement
4. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any legal action commenced with respect to this Agreement shall be commenced and prosecuted only in a court of proper

jurisdiction in Kane County, Illinois.

6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, court costs, and any other collection costs.
8. This Agreement is made solely between the Parties, and is not intended, and shall not be construed, to create any rights of, or duties or obligations to, any third party.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date written above.

Village of Gilberts

(Bison Baseball/Tri-Cities Baseball)



Rick Zirk, Village President

Karen Schane
(authorized signatory)

EXHIBIT A

Schedule of Recreational Activities

Use of the Baseball Fields in Gilberts -

Starting March 18th 2019, Town Center Park and Memorial Park usage will Commence for TCT and Bison Teams.

Field Usage at Town Center Park will be

Mondays – Fridays – 3:30pm – 8pm

Saturdays – 8am – 8pm

Sundays – Various Schedule Games and Tournament Weekends

8am – 8pm

Field Usage at Memorial Park will be

Wednesdays and Fridays – 3:30pm – 8pm (When not being used by the YMCA)

Saturdays and Sundays - Various Schedule Games and Tournament Weekends

8am – 8pm

Outdoor Use of these Fields will run through November 4th 2019

Tournament Weekends- Use of Town Center Park and Memorial Park

March 29 - 31st

April 26th - 28th

May 3rd - 5th

May 17th - 19th

June 15th - 17th

June 28th – June 30th

July 19th - 21st

4851-4064-5766, v. 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gagliardi Insurance Services, Inc 1315 Walnut St, Suite 1101 Philadelphia PA 19107		CONTACT NAME: PHONE (A/C, No, Ext): 408-414-8100 FAX (A/C, No): 408-414-8199 E-MAIL ADDRESS: sales@gsportsinsurance.com	
INSURED Tri-Cities Travel 397 Pierce Street Gilberts IL 60136		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company	NAIC # 19437
		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	GSL2019060001	02/16/2019	02/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GSL2019060001	02/16/2019	02/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply.

CERTIFICATE HOLDER**CANCELLATION**

Village of Gilberts 87 Galligan Road Gilberts IL 60136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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Village of Gilberts
87 Galligan Rd

Gilberts

IL 60136

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AUTHORIZED REPRESENTATIVE

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