

RESOLUTION

VILLAGE OF GILBERTS

**Authorizing the Approval of the CY 2016 Recreational Programming Agreement with the Golden Corridor Family YMCA**

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 Golden Corridor Family YMCA to provide a wide range of recreational programs and services 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 1<sup>st</sup> day of March 2016 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClerc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Dan Corbett	<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 Louis Hacker	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Elissa Kojzarek	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 1<sup>st</sup> DAY OF March, 2016

Village President, Rick Zirk



Village Clerk, Debra Meadows

Published: March 2, 2016

**VILLAGE OF GILBERTS AND GOLDEN COORIDOR FAMILY YMCA  
CY 2016 RECREATIONAL PROGRAMMING AGREEMENT**

**AGREEMENT** made this 27 day of January, 2016, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Golden Corridor Family YMCA, Taylor Family YMCA Branch, an Illinois non-profit corporation (hereinafter referred to as "the YMCA").

**RECITAL**

**WHEREAS**, the YMCA, a 501(c)(3) not-for-profit community service organization, offers a wide range of recreational programs and services for the communities it serves; and,

**WHEREAS**, the Village benefits from the programming efforts of the YMCA through the Gilberts Family Branch YMCA; and,

**WHEREAS**, the Village and the YMCA agreed on a program of recreational activities that was successfully provided by the YMCA in calendar years 2008, 2009, 2010, 2011, 2012, 2013, 2014; and 2015,

**WHEREAS**, the Village and the YMCA have agreed on continuing a program of recreational activities to be provided by the YMCA in calendar year 2016; and,

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

**I. PURPOSE.** For calendar year 2016, the Village and the YMCA agree to provide Recreational programs offered to the citizens of Gilberts by the YMCA on behalf of the Village.

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

**A. Youth Baseball**

1. The YMCA will organize and implement a youth 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 baseball program will start on \_\_\_\_April 11th\_\_\_\_, 2016 and run through \_\_\_\_June 4th\_\_\_\_, 2016.
3. The YMCA will organize and implement an adult co-ed softball program. The adult co-ed softball program will start on \_\_\_\_June 6th\_\_\_\_,2016 and run through \_\_\_\_Aug 1st\_\_\_\_,2016. The games will be held at Memorial Park ball field on \_\_\_\_Monday\_\_\_\_ nights.

4. The baseball fields at Waitcus and Memorial Parks shall be reserved for the YMCA baseball games on every Saturday from \_\_\_April 23rd\_\_\_, 2016 through \_\_\_June 4th\_\_\_,2016.

The baseball fields at Memorial Park and/or Waitcus Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village. Baseball practice times will be scheduled after all organizations have set game times with the Village. To the best of its ability, the Village agrees to provide adequate practice times for YMCA programs.

#### **B. Youth Summer & Fall Soccer**

1. The YMCA shall organize and implement a youth soccer 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 summer program will start on \_\_\_June 13th\_\_\_,2016 and will run through \_\_\_August 20th\_\_\_,2016. The fall program will start on \_\_\_August 29th\_\_\_,2016 and run through \_\_\_October 15th\_\_\_,2016. The soccer field at Memorial Park and two soccer fields at Town Center Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village.

3. The soccer field at Memorial Park and two fields at Town Center Park shall be reserved for the YMCA summer and fall soccer programs every \_\_\_Mon-Sat\_\_\_ beginning \_\_\_June 13th\_\_\_ through \_\_\_Oct. 15th\_\_\_, 2016. The soccer field at Memorial Park and two soccer fields at Town Center Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village.

#### **D. Day Camp**

1. The YMCA shall provide a summer day camp for children ages four through thirteen. The day camp program will provide daily outdoor education and activities at Memorial Park, Tyler Creek Forest Preserve, and the Taylor Family YMCA, and offsite field trips as scheduled by the YMCA. The YMCA will use Memorial Park as the designated pick-up and drop-off location for program participants.

2. The program will begin Monday, June 6, 2016 and will conclude on Friday, August 15, 2016 and will be held Monday through Friday of each week.

3. The Day Camp program will be conducted in accordance with the American Camp Association requirements.

4. The YMCA 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 YMCA:

1. The Village shall provide brown dirt or turfus and a rake for the YMCA's use on the Memorial Park baseball diamond. If the baseball diamond is in need of more brown dirt or turfus throughout the season, the YMCA will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
2. 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.
3. The Village shall provide the YMCA with information for the Village's designated non-emergency contact.
4. 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.
5. The Village shall be responsible for filling any pot holes and rolling the soccer field and baseball fields at Memorial/Town Center Parks to create a safe playing surface prior to the beginning of the soccer playing season.
6. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
7. The Village shall provide the YMCA a copy of the appropriate water quality tests for the water fountain at Memorial Park to demonstrate compliance with all applicable state regulations.
8. The Village agrees to assist with the installation of new soccer goal posts, if requested by the YMCA. The Village shall work with the YMCA to ensure that all goals are properly anchored to avoid risk of injury.

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

1. The YMCA shall be responsible for lining the fields for the baseball, and soccer programs that they run. The YMCA may coordinate with other programs to stripe and/or prepare Village parks for game or program use.
2. The YMCA shall be responsible for clearing the baselines and spreading dirt and/ or turfus provided by the Village for the baseball diamond at Memorial Park during their baseball seasons. The YMCA shall also be responsible for raking the field prior to its use for games.
3. The YMCA shall be responsible for all equipment they deem necessary.

4. The YMCA shall be permitted to keep a metal storage chest at Memorial Park. The chest must be secured with a lock and is to be removed at the end of the program year, unless otherwise agreed to by the Village. The YMCA shall provide a copy of the key, combination, etc. for the lock to the Village's Public Works Department.

5. The YMCA agrees to restore at the end of a day all Village parks and facilities used for YMCA activities to the same condition as found at the beginning of the day, as reasonably determined by the Village Public Works Supervisor.

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

7. The YMCA 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 YMCA for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the YMCA 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

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

**C. INDEMNIFICATION.** The YMCA 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 YMCA programs and activities.

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

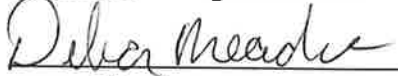
**F. DRUG FREE WORKPLACE.** The YMCA shall operate under the terms and conditions of the YMCA's Drug and Alcohol policy, attached to this agreement as Exhibit "A" and as updated from time to time.

**G. AMENDMENT.** This Agreement may be amended during the term of this Agreement. By mutual written consent of the Village and the Golden Corridor Family YMCA.

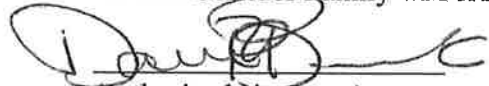
**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

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

  
\_\_\_\_\_  
Debra Meadows, Village Clerk

Golden Corridor Family YMCA

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

COO/Executive Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/21/2016

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 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).

<b>PRODUCER</b> Lundstrom Insurance 2205 Point Blvd., Ste 200 Elgin IL 60123	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 847-741-1000      FAX (A/C, No.): 847-428-8857 E-MAIL ADDRESS: mail@lundstrominsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GOLDCOR-01 Golden Corridor Family YMCA 300 W. Wise Road Schaumburg IL 60193	<b>INSURER A:</b> West Bend Insurance      NAIC # 15350	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1685401855      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2036431	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2036431	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			2036431	10/1/2016	10/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2036432	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The certificateholder shall be an additional insured for General Liability coverage if required by written contract or agreement.

<b>CERTIFICATE HOLDER</b> Village of Gilberts 87 Galligan Road Gilberts IL 60136	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 