

VILLAGE OF GILBERTS

RESOLUTION 07-2022

A RESOLUTION APPROVING THE 2021 RECREATIONAL PROGRAMMING AGREEMENT WITH TAYLOR FAMILY YMCA

WHEREAS, Taylor Family YMCA is a non-for-profit corporation that provides youth sport programs (the "Recreational Activities"); and

WHEREAS, Programmer desires to use a certain field owned by the Village located at Gilberts Town Center Park on Columbia Drive, Waitcus Field on Route 72, and Memorial Park on Tyrrell Road (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, 2022 by roll call vote as follows:


	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	✓	_____	_____	_____
Trustee Dan Corbett	✓	_____	_____	_____
Trustee Brandon Coats	✓	_____	_____	_____
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Lou Hacker	✓	_____	_____	_____
Trustee Justin Redfield	✓	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____



APPROVED THIS 15 DAY OF March 2022



Guy Zambetti, Village President

ATTEST: 

Courtney Baker, Village Clerk

Resolution No. 07-2021

EXHIBIT A
Programming Agreement

VILLAGE OF GILBERTS
2022 RECREATIONAL PROGRAMMING AGREEMENT

THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”) is made this _____ day of _____, 2022 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (*Taylor Family YMCA*) (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides (*Soccer, Baseball, and Flag Football*) (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use certain fields owned by the Village located at (*Waitcus Park and Town Center Park*) (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 2022, 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. If Programmer desires to amend the schedule attached as Exhibit A to add or modify usage dates, Programmer must make such a request to the Village Administrator no less than two (2) weeks prior to the requested date change. The Village Administrator may add, remove, or modify the schedule attached as Exhibit A without further action of the Village Board.

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 the Public Works Department, which can 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 Public Works Director.
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 (March 15th, 2022 to (December 31st), 2022. 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

(Taylor Family YMCA)

Guy Zambetti, Village President

(authorized signatory)

EXHIBIT A

Schedule of Recreational Activities

4851-4064-5766, v. 1

Golden Corridor YMCA Sports

Village of Gilberts Field Use 2022

April 11th – May 21st: Soccer, Town Center Park, Gilberts IL, Monday – Friday, 3:00 – 8:00 PM, Saturdays 8:00 AM – 2 PM.

June 6th – July 16th: Baseball, Waitcus Park, Gilberts IL, Monday – Friday: 3:00 – 8:00 PM, Saturdays: 8:00 AM – 2 PM.

August 1st – September 10th: Soccer, Town Center Park, Gilberts IL - Monday – Friday, 3:00 – 8:00 PM, Saturdays 8:00 AM – 2 PM.

September 26th – November 5th: Flag Football, Town Center Park Gilberts, Monday – Friday, 3:00 – 7:00 PM, Saturdays 8:00 AM – 2 PM.