

RESOLUTION

VILLAGE OF GILBERTS

Authorizing the Approval of the CY 2018 Recreational Programming Agreement with CWS

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 Chix with Stix Lac Club to provide Lacrosse 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 20th day of March 2018 by a roll call vote as follows:

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

APPROVED THIS 20th DAY OF March, 2018



Rick Zirk
 Village President, Rick Zirk

Debra Meadows
 Village Clerk, Debra Meadows

Published: March 21, 2018

**VILLAGE OF GILBERTS AND Chix With Stix Lax Club
CY 2018 RECREATIONAL PROGRAMMING AGREEMENT**

AGREEMENT made this ²⁰ day of March 2018, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Chix with Stix Lax Club an Illinois non-profit corporation (hereinafter referred to as "CWS").

WHEREAS, CWS a not-for-profit Sports recreation organization, offers Girls Lacrosse recreational programs and services for the communities it serves.

WHEREAS, the Village benefits from the programming efforts of CWS through the Exposure to others of village facilities; and, CWS plans to run clinics for girls in the village of Gilberts allowing Gilberts to be a Pioneer in the area for Girls Lacrosse.

WHEREAS, the Village and CWS have agreed on a program of recreational activities to be provided by CSW in calendar year 2018.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2018, the Village and CWS agree to provide Recreational Girls Lacrosse programs offered to the citizens of Gilberts by CWS on behalf of the Village.

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

A. High School Girls Lacrosse

1. CWS will organize and implement a Girls youth Lacrosse program for children ages 14-18, based on the need for each level and provided there are enough participants to provide a quality program.

2. The spring High School Girls Program program will start on March 1, 2018 and run through May 20, 2018.

3. The Soccer/Lacrosse fields at Gilberts Town Center Park shall be reserved for CSW Practices Monday- Friday - from 4:00 to 5:30), from March 19, 2018 through May 19, 2018.

4. CWS will be responsible for coordinating with the Rutland-Dundee Fire Protection District for required emergency services.

A. Youth Girls Lacrosse

1. CWS will organize and implement a Girls youth Lacrosse program for children ages 8-18, based on the need for each level and provided there are enough participants to provide a quality program.

2. The Summer Girls youth Program will start on May 14, 2018 and run through June 30, 2018.
3. The Soccer/Lacrosse fields at Gilberts Town Center Park shall be reserved for CSW Tuesdays - from 6:00 to 7:00), from May 14 , 2018 through June 30, 2018.
4. CWS 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 CWS:

1. Prior to the lacrosse season starting, the Village shall provide and maintain one porta-potty at Town Center Park.
2. The Village shall provide CWS with information for the Village's designated non-emergency contact.
3. The Village shall be responsible for grass mowing and regular garbage collection at Town Center. 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.

B. CWS agrees to the following conditions of the use of Village facilities for lacrosse programs and activities:

1. CSW shall be responsible for lining the fields for Lacrosse.
2. CSW shall be responsible for Keeping the lacrosse fields and surrounding areas clean
3. CSW shall be responsible for all equipment they deem necessary.
4. CSW agrees to restore at the end of a day all Village parks and facilities used for Lacrosse activities to the same condition as found at the beginning of the season
5. CSW 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 CWS for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the CWS 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 19, 2018 through September 1, 2018.

B. INSURANCE. CWS shall carry a \$25,000 Accident Limit and a \$1,000,000 General Liability limit through Sadler Insurance. CWS shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Lacrosse 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 CWS

C. INDEMNIFICATION. CWS 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 CWS programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either CWS or the Village should either the Village or CWS 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. CWS 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. CWS shall be a Drug Free Work place.

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

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

Name of Organization

(authorized signatory)



View of Proposed site of field:

