

Village of Antioch, Illinois

RESOLUTION 18-45

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH ANTIOCH YOUTH BASKETBALL ORGANIZATION AND THE VILLAGE OF ANTIOCH FOR THE CONSOLIDATION OF THE TWO ENTITIES, JUNE 11, 2018

Whereas, The Village of Antioch, 874 Main Street Antioch, IL 60002, is a municipal corporation and political subdivision of the State of Illinois which operates sports and recreation programs; and


Whereas, the Antioch Youth Basketball Organization (AYBO), is a volunteer organization within the Village which manages and operates a competitive feeder basketball program; and

Whereas, the Antioch Youth Basketball Organization desires with agreement of the Village of Antioch to consolidate their basketball program with the Village of Antioch, with understanding that the program will be ran by the Village of Antioch and their employees with cooperation of the existing AYBO Board, the Village desires to take on the AYBO Basketball program;

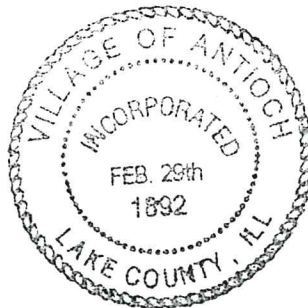
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree in the attached contract.

It is further agreed that both parties agree with the terms and conditions and by signing the contract, both parties are entered into a contractual agreement.

ADOPTED by the Village Board of Trustees of the Village of Antioch this 11th day of June, 2018.


Cheryl Mateja, Deputy Village Clerk


Lawrence M. Hanson



MEMORANDUM OF UNDERSTANDING AND CONSOLIDATION

WHEREAS, the Village of Antioch (hereinafter referred to as the "Village") and the Antioch Youth Basketball Program (hereinafter referred to as the "AYBO") desire to consolidate into one program operating under the overall umbrella of the Village, and in order to better serve the members of the community and public residing in the Village.

NOW THEREFORE, in order to achieve this objective and in consideration of the mutual promises made herein, it is agreed between the Village and AYBO as follows:

- 1) The Village's Jr. Sequoit Basketball program will continue as a "feeder" basketball program into the high school. The Village will not will not eliminate or substantially modify the "feeder" concept or otherwise seek to become a more recreational league-based program. The Village will take on the name of Jr. Sequoit Basketball Feeder Program for this year and all future years of this Program.
- 2) The uniforms used for this program will continue to be of the highest quality and continue to reflect the AYBO designation.
- 3) Registrations for this program will go directly through the Village's Parks and Recreation software. No outside registration type besides the Village's Parks and Recreation software will be used unless modified by Village staff for future registration years.
- 4) Coaching selections will be approved mutually by the AYBO Board and the Village (however, all coaching selections are subject to passing a background check done by the Village and Village Police Department) for the upcoming season. This will continue annually until either the AYBO ceases to exist or both parties come to a different agreement in writing.
- 5) A representative from the Village Parks and Recreation Department shall attend the quarterly AYBO Board meetings for 12 months from the date of this Agreement.
- 6) The Antioch Parks and Recreation Director shall meet with the AYBO Board approximately 12 months from the date of this Agreement to review program results and determine if this Agreement shall be renewed.
- 7) AYBO will remain a 501(c)(3) organization, and thus will keep their existing funds. AYBO will donate to the Village annually for certain amenities and costs associated with this program under this mutual agreement between the Village and AYBO. If the AYBO dissolves, the remaining balance will be mutually discussed on how it will be disbursed and for what purposes between the Village and AYBO, taking into consideration the legal requirements imposed on dissolving non-profit entities.
- 8) The remaining materials and supplies which AYBO currently controls will be donated over to the Village under the stipulation that the Village continues a shared usage agreement with Antioch High School on basketballs. This stipulation is only subject to the existing AYBO basketballs and not any future basketballs, supplies or materials needed for the program. In the event that this Agreement is not renewed, such donated supplies shall be returned to AYBO for ongoing programming, or if AYBO ceases to exist, shall be donated to the Village of Antioch.

IN WITNESS THEREOF, and in certifying that this agreement has been discussed, reviewed, and approved by each party hereto prior to the date of execution thereof through proper corporate action authorizing the same, this 6 day of June, 2018.

VILLAGE OF ANTIOCH

AYBO

By: 

Mayor Lawrence M. Hansen

By: 

Representative Signature

Print: Thomas Neumann, President AYBO

Representative Name & Title