

THE CORPORATION OF THE TOWN OF AMHERSTBURG

By-law 2009-96

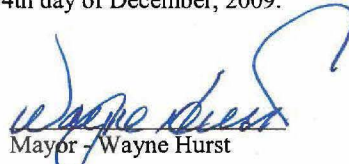
A By-law to authorize the execution of an Agreement between The Corporation of the Town of Amherstburg and the Rotary Club of Amherstburg with respect to the Miracle League Baseball Diamond

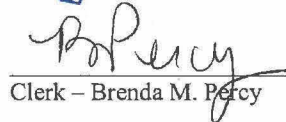
WHEREAS The Corporation Town of Amherstburg deems it expedient to execute an Agreement between The Corporation of the Town of Amherstburg and the Rotary Club of Amherstburg, with respect to the capital phase of the Miracle League Baseball Diamond to be located at the Amherstburg Recreation Complex, located on Meloche Road, Town of Amherstburg;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Amherstburg enacts as follows:

1. THAT The Corporation of the Town of Amherstburg and the Rotary Club of Amherstburg hereby enter into an agreement annexed hereto.
2. THAT the Mayor and Clerk be hereby authorized to execute the agreement on behalf of The Corporation of the Town of Amherstburg.

Read a first, second and third time and finally passed this 14th day of December, 2009.


Mayor - Wayne Hurst


Clerk - Brenda M. Percy

AGREEMENT


Between the Town of Amherstburg and Rotary Club of Amherstburg for the Capital Phase of the Miracle League Baseball Diamond to be located at the Amherstburg Recreation Complex, Meloche Road.

1. The Town confirms the estimated cost; funding received that will be applied to the Capital Phase of the project; and although the Rotary Club believes it has now achieved it's original financial commitment to the Town, the Rotary Club feels that in the best interest of the Town and Community, it will continue to be part of the 'Capital Phase' with the intention of reaching the projected goal of \$ 223,601.00. (see attached)
2. The Town will be responsible for all bill payments for the 'Capital Phase' and will keep detailed records of same which can be reviewed on request by Rotary at any time. The Rotary Club will not consider being responsible for any cost overruns for the project.
3. Rotary will be responsible for the Capital Phase of the Miracle Diamond. Rotary will work with any assigned Owner Representative (Town appointed Development Manager) and the selected Design Build Firm/Contractor on details of the design and build of the Miracle Diamond.
4. Rotary will work with the Town Fundraising Consultant who will assist in any way possible for Rotary to reach or exceed the goals originally set for the project for the Capital/Build Phase. The Town will bear all expenses for the use of the fundraising consultant. The Fundraising Consultant does not work on a commission basis.
5. Rotary will maintain all rights to the Rotary International and Miracle League logos etc. except those they agree to allow the Town to use to promote the operational and fundraising phase of the project. Following written notification to the Town that Rotary have reached their goals or exhausted resources the Rotary Club will withdraw from the Capital Phase of the Project and the Rotary International logo will no longer be used in the Capital Phase without written permission of the Rotary Club of Amherstburg.
6. The Town, as Owner, will be responsible for the Operation and Programming Phase of the project. The Operational Phase will be defined in detail to include 'programming and use which will take place on the diamond after final completion of the Capital Phase of the project.' The Town at its discretion will engage the services and expertise of AMBA or others as needed.
7. The Town will establish at its own discretion a 'Board or Committee' which will spearhead the 'Miracle Baseball League' operational and programming needs of

the diamond. This programming will maintain as a priority the use of the diamond for persons with 'Special Needs'. Use of the diamond for any other purpose will be as time permits and as scheduling allows. The Town will invite one representative of Rotary and one representative of AMBA to serve as members of the 'Miracle Baseball League' to represent the interests of both Rotary and AMBA in programming as we move forward.

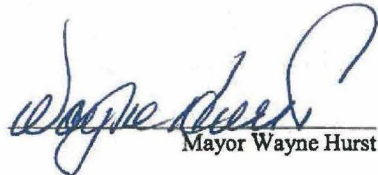
8. Administration of the Town will work with the Town Fundraising Consultant who will assist in any way possible to reach or exceed any goals set for the project for the Operational/Programming Phase.
9. Any fundraising effort approved by the Town for the Programming and Operation Phase of the diamond will be separate and apart from any Rotary fundraising effort for the Capital Phase of the project.
10. The Town of Amherstburg agrees that any advertisement or promotion for the 'Operational/Programming' will be strictly controlled and will always reference operation/programming so to distinguish from Rotary 'Capital Phase' efforts. Any use of the Rotary International and Miracle League logo will be at the permission of the Rotary Group.
11. Rotary and the Town agree to keep each other abreast and informed of detail for their responsibilities throughout the project.
12. The Town of Amherstburg, Rotary and Baseball will all make commitments to respect everyone's important role in the ongoing success of the project.
13. Town, Rotary and Baseball will all have a clear understanding of the timeline to which all must strictly adhere and this timeline will be included in the agreement as to completion date; estimated groundbreaking date; estimated first programming date.

Dated this 14th day of December 2009


Alison Baldwin
President, Amherstburg Rotary

Witness




Mayor Wayne Hurst