

Frankfort Square Park District/Frankfort Square Wildcats Agreement

PURPOSE

The Frankfort Square Park District (hereafter "Park District") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Frankfort Square Wildcats (hereafter "Community Group"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

1. The Community Group shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The Community Group shall conduct its own financial business and be financially self-supporting.
3. The Community Group shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs.
 - b. The majority of the members/participants of the Community Group must be residents of the Park District.
4. The Community Group must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District.
5. The Community Group shall provide a list of officers and participants, including addresses, email addresses, and telephone numbers.
6. The Community Group shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.

7. The Community Group agrees and understands that neither the Community Group nor its officials, officers, members, employees or volunteers (collectively "Community Group") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Community Group will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Community Group activity will be the Community Group's sole responsibility and not the Park District's. Also, it is understood that the Community Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Community Group will be solely responsible for its own actions. The Park District will in no way defend the Community Group in matters of liability.
8. The Community Group shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement.
9. The Community Group shall not represent itself or members of the Community Group as employees, volunteers, or agents of the Park District.
10. The Community Group or members of the Community Group will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
11. All fees, charges, monies, and expenditures shall be handled by the Community Group itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
12. The Community Group acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Community Group's activities and use of Park District property and facilities, and any permanent damage resulting from the Community Group's negligence, unless otherwise specified and agreed to in writing.
13. Activities, programs, and events sponsored by Community Group shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
14. The Community Group agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. The Community Group is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
15. The Community Group agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
16. The Community Group understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Community Group position and/or activity and that the Park District is not responsible for any hiring or retention decision.
17. Registration for membership/tryouts must not exclude qualified residents of the Park District.

18. The Community Group shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Community Group shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

II. Facility Use

1. Requests shall be made at least three (3) months in advance to ensure availability. Park District Programs take precedence. Priority will be given to community groups that have the largest percentage of residents.
2. It is the sole responsibility of the Community Group to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
3. The Community Group shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
4. The Community Group is solely responsible for providing supervision and security services, as needed, for any and all Community Group activities.
5. The Park District does not assume any responsibility, care, custody, or control of any Community Group property or equipment brought upon or stored upon Park District property. The Community Group is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
6. The Community Group shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
7. The use of Park District facilities is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule activities based upon Park District needs.

III. Rental/Usage Fee

No rental / usage charges will be assessed to the Community Group for Park District-owned facilities.

The Park District's current rate sheet that is available at the Park District Community Center, and is subject to change.

IV. Insurance and Indemnification

The Community Group shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Community Group's activities:

A. Commercial General and Umbrella Liability Insurance

Community Group shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Community Group's insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

B. Business Auto and Umbrella Liability Insurance

If applicable, the Community Group shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, the Community Group shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

D. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the Community Group waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Community Group's use of any Park District property or facility.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Community Group shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written notice to Agency shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Community Group's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the Community Group from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The Community Group shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If the Community Group's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Community Group may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

F. Indemnification

The Community Group shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Community Group or any of the Community Group's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Community Group shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Community Group's breach of any of its obligations under, or the Community Group's default of, any provision of this agreement.

V. Other

1. The Community Group is responsible for following the Park District's severe weather protocol, per Attachment A.
2. No alcohol is allowed on Park District or School District property.
3. The Community Group is not to permit the use of tobacco products on school premises; it is the Community Group's responsibility to inform participants, families, friends, relatives, etc. of Public Law 89-181 that prohibits the use of tobacco on all school property at all times. This law will be enforced.
4. In the interest of transparency the Park District will make available its website, enabling the Community Group to post its budget, showing all anticipated revenue and expenditures, and its annual audit or detailed report which documents the Community Group's current financial standings, including operational revenues, expenditures, and financial reserves at the Community Group's sole discretion. Said financial documents will be provided to the Park District to complete said posting(s).

VI. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

VII. Termination and Duration

- A. The initial term of this Agreement shall commence on March 1, 2017 and end on February 28, 2018. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 90 days prior to the annual renewal date of its intention not to renew the agreement, or unless the Parties otherwise mutually agree to terminate the Agreement.
- B. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Community Group or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Community Group has breached any of its obligations under this Agreement.

The Community Group may terminate this agreement by providing a minimum of 45 days written notice.

- C. The Community Group will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Community Group by the Park District shall be promptly reimbursed.
- D. The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Signature of
Community Group

Authorized Signature of Park District

Attest: _____

Attest: _____

Date

Date

ATTACHMENT A

FRANKFORT SQUARE PARK DISTRICT THORGUARD LIGHTNING PREDICTION SYSTEM PARK POLICY FOR YOUTH AND ADULT OUTDOOR ACTIVITIES

The ThorGuard system makes lightning predictions. This differs from lightning detection, which senses lightning strikes. ThorGuard predicts future lightning strikes by sensing the ionization in the air. When ionization increases to a level that supports lightning strikes, the alarm is sounded. Once the predictor senses conditions that favor lightning, there is often a flash of lightning in the area within 10 minutes.

Ionization of the air occurs even when there is no active storm. There have been reports of lightning traveling through the atmosphere for distances up to 20 miles before coming to earth in an area that may not even have clouds above it. This is called "Bolts Out of the Blue" and can only be avoided by using a lightning prediction system. If the lightning predictor sets off the alarm on a sunny day, it is not malfunctioning. There is a chance of being struck by lightning if the alarm is not heeded.

POLICIES

- Warning horn will sound (15 second blast) when a potentially dangerous weather situation is approaching.
- Clear the parks/fields immediately & seek proper shelter (please return to your vehicle).
- Wait for the "All Clear" sound (3 short horn blasts). A couple minutes should be taken prior to returning to the parks/fields as a safety precaution.
- If no "All Clear" sounds after 30 minutes, the activity/game is canceled. **Please note:** For contests that have a time limit on the length of the game there is a "running clock" while the game is delayed.
- No outdoor activities and/or sports program, umpire, referee, board member or individual can supersede this policy and continue athletic play or practices once the siren has sounded.
- Anyone seeing lightning needs to notify any and all park users within their group and/or the proper officials: coaches, game officials. Steps need to be taken to clear the park/fields if conditions warrant even if the siren has not sounded.

Additional Rules of Thumb:

- If you hear the alarm, clear the park/field.
- Lead by example. All adults should also clear the park/field.