



**WINNETKA PARK DISTRICT  
RECREATION COMMITTEE MEETING  
THURSDAY, JULY 14, 2016  
Community Room  
540 Hibbard Road  
6:05 P.M.**

**AGENDA**

1. Call to Order/Roll Call
2. Unfinished Business
3. New Business
  - a. Affiliate Agreement with Jr. Trevians
4. Remarks from Visitors
5. Adjournment

**Committee Members**

Gerri Kahnweiler, Chair  
Teresa Claybrook  
Ian Larkin  
John Shea, Staff

Persons with disabilities requiring reasonable accommodations to participate in meetings should contact John Shea, the Park District's ADA Compliance Coordinator, at the Park District's Administrative Office by mail at 540 Hibbard Rd, Winnetka, IL, by phone at 847-501-2040, Monday - Friday from 8:30 am to 5:00 pm, or by email to [jshea@winpark.org](mailto:jshea@winpark.org) at least 48 hours prior to the meeting. Requests for a qualified interpreter require five (5) working days advance notice.

## Winnetka Park District

### Board Summary

**Date:** July 7, 2016

**To:** Board of Commissioners

**Subject:** Junior Trevian Youth Football Affiliate Agreement

**From:** John Shea, Superintendent of Recreation  
Bob Farmer, Business Manager

**Through:** Robert Smith, Executive Director

#### Summary

At the 2016 FY budget presentation on November 5, 2015, the staff informed the Board of Commissioners, that the former Green Wave Football Parent Committee will be taking sole responsibility for the youth football program for the 2016 season. Over the past 8 months the Green Wave Football Parent Committee has formed the Junior Trevian Youth Football Association. The organization is a 501(c)(3) and is a feeder program into New Trier High School Football. In addition to being the feeder program for New Trier Football, the program and organization is indorsed by varsity head coach Brian Doll.

The staff has taken the time to put together a Memorandum of Understanding Affiliate Agreement for Junior Trevian Youth Football Association. The agreement reviews is the same information which is in the KWBA Affiliate Agreement and AYSO Affiliate Agreement. The Memorandum of Understanding outlines the following information:

- 51% of members/participants must be residents of the Winnetka Park District.
- Criminal background checks must be conducted for all employees and volunteers.
- Field maintenance is only conducted by Winnetka Park District Staff.
- Artificial turf fields will be rented at a rate of \$55 per hour per field.
- Natural grass fields will be rented at a rate of \$15 per hour per field.
- Field lights will be used at a rate of \$15 per hour.
- Junior Trevain Youth Football is responsible for field supervision when present on Winnetka Park District fields. If field supervision is provided by the Winnetka Park District, Junior Trevain Youth Football will reimburse the Winnetka Park District for all direct costs.
- The agreement shall commence on the date of August 1, 2016 and end on November 10, 2016.

Attached is a copy of the Memorandum of Understanding that the staff would like to present to the Junior Trevians prior to the start of the youth football season on August 1, 2016.

**Recommendation**

Staff recommends for the 2016 season approving affiliate status for Junior Trevian Youth Football Association.

END

# **Junior Trevian Youth Football (JTYF)**

## **Memorandum of Understanding**

### **PURPOSE**

The Winnetka Park District (hereafter “Park District”) recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreation 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 recreation 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 Junior Trevian Youth Football (hereafter JTYF). 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 insure 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. JTYF shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. JTYF shall conduct its own financial business and be financially self-supporting.
3. JTYF 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. At least 51% of the members/participants of JTYF must be residents of the Park District.
  - c. If requested, provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures, and
  - d. If requested, provide an annual audit or detailed report which documents the JTYF current financial standings, including operational revenues, expenditures, and financial reserves.

4. JTYF 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. JTYF shall provide a list of officers and participants, including addresses and telephone numbers.
6. JTYF shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.
7. JTYF agrees and understands that neither the JTYF nor its officials, officers, members, employees or volunteers (collectively "JTYF") 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. JTYF 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 JTYF activity will be the JTYF sole responsibility and not the Park District's. Also, it is understood that JTYF 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, JTYF will be solely responsible for its own actions. The Park District will in no way defend JTYF in matters of liability.
8. JTYF 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 JTYF privileges under this Agreement
9. JTYF shall not represent itself or members of the JTYF as employees, volunteers, or agents of the Park District.
10. JTYF or members of the JTYF 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 JTYF, 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. Costs for any maintenance of equipment and/or facilities will be charged to the JTYF.
13. JTYF 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 JTYF activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
14. Activities, programs, and events sponsored by JTYF 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.

15. JTYF 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. JTYF is solely responsible for determining whether any conviction disqualifies any employee/volunteer, and if requested, provide the background checks to the Park District.
16. JTYF agrees to cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database. If requested, provide the cross reference checks to the Park District.
17. JTYF understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any JTYF position and/or activity and that the Park District is not responsible for any hiring or retention decision.
18. Registration for membership/tryouts must not exclude qualified residents of the Park District.

## **II. Facility Use**

1. Requests shall be made at least 2 months in advance to ensure availability. Park District programs take precedence. JTYF will receive a discount rate and priority for use of fields, courts, rooms or other Park District facilities. Priority scheduling will be as follows:
  - a. Park District Programs
  - b. Affiliate Groups

Facility permits for the current year shall be attached to this document.

2. It is the sole responsibility of JTYF to determine whether any facility, field, or location is safe and/or appropriate for any intended use.
3. JTYF 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. JTYF is solely responsible for providing supervision and security services, as needed, for any and all JTYF activities. If requested by JTYF, the Park District will provide a supervisor but the Park District shall be reimbursed for their time.
5. The Park District does not assume any responsibility, care, custody, or control of any JTYF property or equipment brought upon or stored upon Park District property, this includes all equipment that is loaned out to JTYF (sleds, pads, tackle boxes, etc.). JTYF is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property. JTYF shall store all equipment in a clean and tidy fashion.
6. JTYF shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.

7. JTYF shall not conduct any maintenance or repairs to any fields at the Skokie Playfields.

### **III. Rental/Usage Fee**

In accordance with WPD user/fee policy-2013

1. JTYF shall reimburse the WPD for all direct costs for lining the fields, including supplies and labor.
2. JTYF shall pay an affiliate group field user fee of \$55/hour (billed and payable per scheduled hours per session) for the artificial turf fields, \$15/hour for any grass field used, and \$15/hour for lights, due no later than 30 days following the end of each season. After the 30 days has past, a 5% fee will be charged to the bill every 30 days if the bill hasn't been paid in full.

### **IV. Advertisement**

The Park District will provide the JTYF with a maximum of one-quarter page of advertising in their seasonal program guide, if JTYF so desires. Such promotional material must be submitted in accordance with District's brochure deadlines. JTYF is responsible for providing information for the advertisement, and the Park District will design the advertisement with consultation of the group. A copy of the Park District's Program Guide Production Timeline, with established deadlines for promotional copy, will be given the group on an annual basis. In addition the Park District will provide a website link to the JTYF website. The affiliate will be asked to reciprocate this practice.

### **V. Insurance and Indemnification**

JTYF 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 JTYF activities:

#### **A. Commercial General and Umbrella Liability Insurance**

JTYF 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.

If JTYF intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

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 JTYF 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, JTYF 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, JTYF 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, JTYF 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 JTYF use of any Park District property or facility.

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to exercising any rights under this Agreement, JTYF 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 Park District's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting JTYF 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.

JTYF 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 JTYF 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, JTYF 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**

JTYF 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 JTYF or any of the JTYF 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. JTYF 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 JTYF breach of any of its obligations under, or the JTYF default of, any provision of this agreement.

## **VI. Other**

- JTYF is responsible for ensuring that all equipment is stored and locked up before and after all practices and games.
- JTYF is responsible for following the Park District's severe weather protocol.
- JTYF shall work with the Park District to promote football opportunities, where appropriate. They shall further work cooperatively with the Park District to ensure that football camps etc. are not in direct competition with one another.
- JTYF shall respect the neighborhoods surrounding the football parks while complying with all park rules (Open 8am-Closes 10:15pm).

## **VII. 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 the date hereof **August 1<sup>st</sup> 2016** and end on **November 10<sup>th</sup> 2016**.
- 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 JTYF 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 JTYF has breached any of its obligations under this Agreement.  
  
JTYF may terminate this agreement by providing a minimum of 45 days written notice.
- c. JTYF 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 JTYF by the Park District shall be promptly reimbursed.
- d. The Agreement may be amended by the written approval of both Parties.

## **VIII. ADA Policy/Requirements**

- Activities, programs, and events sponsored by the JTYF shall not, other than to adhere to specific and essential eligibility criteria, 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.
- JTYF 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 JTYF shall base employment, volunteer, and participation

criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, disability, 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.

- JTYF shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures, including, but not limited to providing inclusion services and reasonable accommodations under the Americans with Disabilities Act and Illinois Human Rights Act.
- JTYF 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 conductor 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 JTYF or any of the JTYF 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; and (iv) any violation of civil rights or anti-discrimination laws, including but not limited to the Civil Rights Act of 1964, the Americans With Disabilities Act, and the Illinois Human Rights Act. 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 JTYF 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 JTYF's breach of any of its obligations under, or the JTYF's default of any provision of this agreement.

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 JTYF

\_\_\_\_\_  
Authorized Signature of Park District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date