



**WINNETKA PARK DISTRICT
REVENUE FACILITIES COMMITTEE MEETING
THURSDAY, JULY 14, 2016
Community Room
540 Hibbard Road
5:30 P.M.**

AGENDA

1. Call to Order/Roll Call
2. Unfinished Business
3. New Business
 - a. Winnetka Hockey Club Agreement
4. Remarks from Visitors
5. Adjournment

Committee Members

John Thomas, Chair
Mickey Archambault
John Peterson
John Muno, 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 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 Park Commissioners

Subject: Winnetka Hockey Club Affiliate Agreement

From: John Muno, Superintendent of Facilities

Paul Schwartz, Ice Arena Manager

Through: Bob Smith, Executive Director

Summary:

The District has had and continues to have a long standing strong working relationship with the Winnetka Hockey Club (WHC).

In 2015, the District initiated the first ever written agreement with the club, which helped clarify mutual expectations and included content subject matter and language that seemed to work out very well for both parties.

With the agreement terms calling for a renewal period, there has been ongoing communication relative to updating and renewing of the agreement for the future.

Staff has proposed and WHC leadership has initially verbally seemed to agree that a multi-year (3-year) agreement would work well for both parties.

In that regard, the newly proposed and revised agreement is essentially very similar in format and language, with just a few notable exceptions.

I. Criteria and Conditions

1. The agreement clearly includes WHC responsibility for the house league program (which was part of an addendum last year – as the issue was discussed after the initial agreement submitted to WHC).

III. Rental/Usage Fee

1. A rental fee increase which starts this season and runs through 2019.
NOTE: The revised fees are more consistent with the area public indoor rink rates. A compromise stable rate is proposed for year 2 in consideration for WHC's 3- year commitment.

VIII. Termination and Duration

1. Term of the agreement – three years

Recommendation:

Upon signed agreement of the WHC, staff recommends that the Revenue Facility Committee proposes approval of the WPD/WHC affiliate agreement, to the Park Board, at the July 28 meeting.

END

Winnetka Hockey Club Agreement

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 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 Winnetka Hockey Club (hereafter “WHC”). 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. WHC shall provide its own leadership, structure, and must delegate operational duties to its membership. This includes operation of Travel, House League, clinics and all related activities.
2. WHC shall conduct its own financial business and be financially self-supporting.
3. WHC 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 the WHC must be residents of the Park District.

- c. WHC shall provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures, and
 - d. WHC shall provide an annual audit, tax filing and detailed report which documents the Community Group's/Affiliate's current financial standings, including operational revenues, expenditures, and financial reserves.
4. WHC 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. WHC shall provide a list of officers and participants, including addresses and telephone numbers.
 6. WHC shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.
 7. WHC agrees and understands that neither the WHC nor its officials, officers, members, employees, independent service providers or volunteers. Collectively, the WHC is not 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. WHC 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 WHC activity will be the WHC's sole responsibility and not the Park District's. Also, it is understood that the WHC 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 WHC will be solely responsible for its own actions. The Park District will in no way defend WHC in matters of liability.
 8. WHC 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 this agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement
 9. WHC shall not represent itself or members of WHC as employees, volunteers, independent service providers, or agents of the Park District.
 10. The WHC or members of WHC 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 WHC 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. WHC 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 WHC's

activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.

13. Activities, programs, and events sponsored by WHC 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. WHC agrees to conduct criminal background checks for all employees, independent service providers and volunteers, eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years of age. The WHC is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
15. WHC agrees to cross-reference all staff, employees, independent service providers and volunteers with the state and/or local Child Offender Database.
16. WHC understands and agrees that it solely responsible for determining whether any staff, employee, independent service provider or volunteer is qualified and suitable for any WHC activity 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.

II. Facility Use

1. Requests shall be made at least 3 months in advance to insure availability. Park District Programs take precedence. The WHC will receive a priority for use of Park District facilities. Priority scheduling will be as follows:
 - a. Park District Programs
 - b. Affiliate Groups
2. It is the sole responsibility of WHC to determine whether the ice surface is playable.
3. WHC is solely responsible for providing supervision and security services, as needed, for any and all WHC activities. The District shall assist in securing police officers for parking and safety details. . All cost for such security shall be the responsibility of the WHC
4. The Park District does not assume any responsibility, care, custody, or control of any WHC property or equipment brought upon or stored upon Park District property. WHC is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property. *WHC shall store all equipment in a clean and tidy fashion.*
5. WHC shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.

III. Rental/Usage Fee

1. WHC shall pay a contract ice rate, for all Main Ice scheduled slots, as listed below for the “Season” which is bound by the Calendar dates of August 1st through June 1st of the listed year. This is in accordance with the ice schedule provided.

2016-17 \$315/hr

2017-18 \$315/hr

2018-19 \$320/hr

2. Each month’s payment is due by the 15th of the following month.

IV. Advertisement

The Park District will provide WHC with a maximum of one page of advertising in their seasonal program guide if WHC so desires. Such promotional material must be submitted in accordance with the Park District’s brochure deadlines. WHC 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 WHC website. The WHC will be required to reciprocate this practice.

IV. Insurance and Indemnification

WHC 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 WHC’s activities:

A. Commercial General and Umbrella Liability Insurance

WHC will provide the Park District proof of insurance through USA Hockey naming the Park District as additionally insured.

WHC 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 WHC 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 WHC'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, WHC 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, WHC 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, WHC 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 WHC'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, WHC 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 WHC 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.

WHC 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 WHC'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, WHC 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

WHC 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 WHC or any of WHC'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; 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 WHC 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 WHC's breach of any of its obligations under, or the WHC's default of, any provision of this agreement.

V. Other

WHC shall work with the District to promote Hockey opportunities, where appropriate. WHC shall further work cooperatively with the Park District to ensure that hockey camps etc. are not in direct competition with one another.

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. Americans with Disabilities Act

Activities, programs, and events sponsored by the WHC 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.

The WHC 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 WHC 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.

The WHC 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.

VIII. Termination and Duration

1. The initial term of this Agreement shall commence on the date hereof and end on June 1st, 2019. 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, or unless the Parties otherwise mutually agree to terminate the Agreement.

2. 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 WHC 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 WHC has breached any of its obligations under this Agreement.

WHC may terminate this agreement by providing a minimum of 45 days written notice.

3. WHC 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 WHC by the Park District shall be promptly reimbursed.
4. 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
Winnetka Hockey Club

Authorized Signature of Park District

Print Name

Print Name

Title

Title

Date

Date