



**WINNETKA PARK DISTRICT  
PARKS AND BEACHES COMMITTEE  
THURSDAY, FEBRUARY 9, 2017  
Community Room  
540 Hibbard Road  
5:30p.m.**

- 1. Call to Order / Roll Call**
- 2. Changes to the Agenda**
- 3. New Business**
  - a. Winnetka Waterfront 2030\*
  - b. Glenco Park District – 4<sup>th</sup> of July Beach Access\*
  - c. Agreements\*
    - i. Jr. Trevians
    - ii. KWBA
    - iii. AYSO
- 4. Adjournment**

*\*Materials will be distributed prior to meeting.*

*Persons with disabilities requiring reasonable accommodations to participate in this meeting should contact the Park District's ADA Compliance Coordinator, John Shea, at the Park District's Administrative Office, 540 Hibbard Road, Winnetka, IL Monday through Friday from 8:30 a.m. to 5:00 p.m. at least 48 hours prior to the meeting. Telephone number 847-501-2040; Fax number 847-501-5779. Requests for a qualified interpreter require five (5) working days advance notice.*

**Winnetka Park District**

**Board Summary**

**Date:** January 31, 2017  
**To:** Board of Commissioners  
**Subject:** Waterfront 2030 Plan, Discussion & Implementation  
**From:** Costa Kutulas, Superintendent of Parks  
John Shea, Superintendent of Recreation  
**Through:** Robert Smith, Executive Director

**Summary:**

Since the completion of the Winnetka Waterfront 2030 Master Plan, staff has identified near term improvements of the five lakefront parks based on the master plan. Capital dollars have been allocated for those years based on improvements that can be done within the dollars allotted. We understand and will be looking into alternate revenue funding to help with the cost of these initiatives. Staff is seeking direction from the Parks and Beaches Committee on how to prioritize and allocate capital dollars related to the Waterfront Improvements. Attached is a snapshot of 2017 and initiatives that have been identified moving forward. Items that are shown in the FY 2017 have been budget for and will be completed this year.

Tower Road:  
Program & Site  
Improvements  
Matrix

Tower Road Park and Beach			
● Year 2017	● Year 2018-19	● Year 2019-21	● Year 2022+
Provide food concessions	Site Furnishing Program	Pier improvements	Beach-level Parking Expansion
Sign program implementation	Dune Landscape Restoration Program	Rubblemound breakwater	Beach Playground
Bluff Restoration Planning	Bluff Restoration Implementation	Beach Terrace (w/ fire pit)	New Beach House
Volleyball Court Installation		Lifeguard Stations	Fitness Area Terrace
ADA Parking Improvements		Improve Staircase	New Picnic Shelter
New water Service (Beach house)			Boardwalk Improvements



- |  |  |
|--|--|
| <b>A</b> Improve Food Concessions          | <b>L</b> Beach Terrace (w/Fire Pit)        |
| <b>B</b> Sign Program Implentation         | <b>M</b> Lifeguard Stations                |
| <b>C</b> Bluff Resoration Planning         | <b>N</b> Improve Staircase                 |
| <b>D</b> Volleyball Court Instalation      | <b>O</b> New Beach House Parking Expansion |
| <b>E</b> ADA Parking Improvments           | <b>P</b> Beach Playground                  |
| <b>F</b> New Water Service (Beach House)   | <b>Q</b> New beach house                   |
| <b>G</b> Site Furnishing Program           | <b>R</b> Fitness Area Terrace              |
| <b>H</b> Dune Landscape Resoration Program | <b>S</b> New Picnic Shelter                |
| <b>I</b> Bluff Restoration Implementaion   | <b>T</b> Boardwalk Improvements            |
| <b>J</b> Pier Improvements                 |  |
| <b>K</b> Rubble-mound breakwater structure |  |

Lloyd Park & Beach

Lloyd Park and Beach

● Year 2017	● Year 2018-19	● Year 2019-21	● Year 2021+
Sign Program Implementation	Explore External Partnerships with interested Parties	Expand Boat Launch	Boat Sharing Program
Bluff Restoration Planning	Provide Food Concessions	Vehicular Circulation Improvements	Provide a Boat Valet Service
Lighting Improvements for Boat Launch and Pier	Bluff Restoration Implementation	Vehicle and Trailer Parking Expansion	
Boat Launch Attendant Structure	Sit Furnishing Program	South Beach Access and Overlook	
Fencing Removal on Sheridan Road	Dune Landscape Restoration	Picnic Area Improvements	
Secondary Fencing Instalation at Bluff Level	Beach Terrace with Fire Pit	New Beach House	
Woodland Clearing Upper Bluff	Secure Non-Motorized Storage	Covered Power Boat Storage	
Upper Bluff Nature Walkways and Trails	Secure Power Boat Storage		
Pedestrian Connection to South Half of park	Nature Based Play Area		
Expand Current Rental Program			



- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><b>A</b> Sign Program Implentaion/Lighting Improve-ments for Boat Launch and Pier</li> <li><b>B</b> Boat Launch Attendant Structure</li> <li><b>C</b> Fencing Removal on Sheridan Road</li> <li><b>D</b> Secondary Fencing Installation at Bluff Level</li> <li><b>E</b> Woodland Clearing Upper Bluff</li> <li><b>F</b> Upper Bluff Nature Walkways and Trails</li> <li><b>G</b> Pedestrian Connection to South Half of Park</li> <li><b>H</b> Bluff Restoration Implementemation</li> <li><b>I</b> Dune Landscape Restoration</li> <li><b>J</b> Beach Terrace with Fire Pit</li> <li><b>K</b> Secure Non-Motorized Storage</li> </ul> | <ul style="list-style-type: none"> <li><b>L</b> Secure Power Boat Storage</li> <li><b>M</b> Nature Based Play Area</li> <li><b>N</b> Expand Boat Launch</li> <li><b>O</b> Vehicular Circulation Improvements</li> <li><b>P</b> Vehicle and Trailer Parking Expansion</li> <li><b>Q</b> South Beach Access and Overlook</li> <li><b>R</b> Picnic Area Improvements</li> <li><b>S</b> New Beach House</li> <li><b>T</b> Covered Power Boat Storage</li> </ul> |
|--|---|

Maple Street  
Park & Beach

Maple Street Park and Beach			
● Year 2017	● Year 2018-19	● Year 2019-21	● Year 2021+
Sign program implementation	Bluff Restoration Implementation	Resurface and Improve Existing Pier	Improving Existing Beach House Event Space
Bluff Restoration Planning	Site Furnishing and Lighting Program		Expand Concessions at Beach House
Boardwalk Repairs	Dune Landscape and Restoration		Rebuild South Groin
Improvements to Maple Picnic Overlook	Lifeguard Stations		



- A** Sign Program Implementation
- B** Bluff Restoration Planning
- C** Boardwalk Repairs
- D** Improvments to Maple Picnic Overlook
- E** Bluff Resotation Implementation
- F** Site Furnishing and Lighing Program
- G** Dune Landscape Restoration
- H** Lifeguard Stations

- I** Resurface and Improve Existing Pier
- J** Improving Existing Beach House Event Space
- K** Expand Consessions at Beach House
- L** Rebuild South Groin

Elder:  
Program & Site  
Improvements  
Matrix

Elder Lane Park and Beach			
● Year 2017	● Year 2018-19	● Year 2019-21	● Year 2021+
Sign Program Implementation	Evaluate property acquisition	Evaluate property acquisition	Evaluate property acquisition
Bluff Restoration Planning	Establish Partnerships for Environmental Educational Partnerships	Boarwalk Improvements	Partnerships for Environmental Programming
Non-Motorized Boat Storage/North Side of Beach Dedicated for Non-Motorized Boating	Stormwater Management improvements	Rubble-Mound Breakwater Sturcture	Expand Surface Parking
ADA Stripping and Signage	Partnership with Local Rowing and Sailing Clubs		Existing Boat House Improvements
Expand Current Rental Program	Bluff Restoration Implementation		Dedicate Full-Beach as Non-Motorized Beach
Evaluate Property Acquisition*	Site Furnishing and Lighting Program		
	Dune Landscape Restoration		



- A** Sign Program Implementation
- B** Bluff Restoration Planning
- C** Non-Motorized Boat Storage/Space
- D** ADA Stripping and Signage
- E** Stormwater Managemnt Improvements
- F** Bluff Restoration Implementation
- G** Site Furnishing and Lighting Program
- H** Dune Landscape Restoration
- I** Boardwalk Improvements

- J** Rubble-Mound Breakwater Structure
- K** Expand Surface Parking
- L** Existing Boathouse Improvements
- M** Dedicate Full Beach as Non-Mortorized Beach

Centennial:  
Program & Site  
Improvements  
Matrix

Centennial Park and Beach			
● Year 2017	● Year 2018-19	● Year 2019-21	● Year 2021+
Sign Program Implementation	Bluff Restoration Implementation	Dedicate Beach to Swimming Beach	Construct a New Upper Level Restroom Facility
Bluff Restoration Planning	Site Furnishing and Lighting Program	Lifeguard Stations	Vehicular Circulation Improvements Retaining Walls
New Drinking Fountain with Dog Dish	Dune Landscape Restoration	New Sheet Pile Groin	Expand Surface Parking
		Rubble-Mound Breakwater Structure	Rubble-Mound Breakwater Structure
		Boarwalk improvements	Secure Property Acquisition
			New Beach House



- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A</b> Sign Program Implementation</li> <li><b>B</b> Bluff Resprtration Planning</li> <li><b>C</b> New Drinking Fountain with Dog Dish</li> <li><b>D</b> Bluff Restoration Implementation</li> <li><b>E</b> Site Funishing nad Lighting Program</li> <li><b>F</b> Dune Landscape Restoration</li> <li><b>G</b> Dedicate Beach to Swimming Beach</li> <li><b>H</b> Lifeguard Stations</li> <li><b>I</b> New Sheet Pile Groin</li> </ul> | <ul style="list-style-type: none"> <li><b>J</b> Rubble-Mound Breakwater Structure</li> <li><b>K</b> Boardwalk Improvements</li> <li><b>L</b> Construct a New Upper Level Restroom Facility</li> <li><b>M</b> Vehicular Circulation Improvements Retaining Walls</li> <li><b>N</b> Expand Sufrace Parking</li> <li><b>O</b> Rubble-Mound Breakwater Structure</li> <li><b>P</b> Secure Property Aquisition</li> <li><b>Q</b> New Beach House</li> </ul> |
|---|--|

**Winnetka Park District**

**Board Summary**

**Date:** January 10, 2017  
**To:** Board of Commissioners  
**Subject:** Fourth of July Beach Access Request – Glencoe Park District  
**From:** Robert Smith, Executive Director

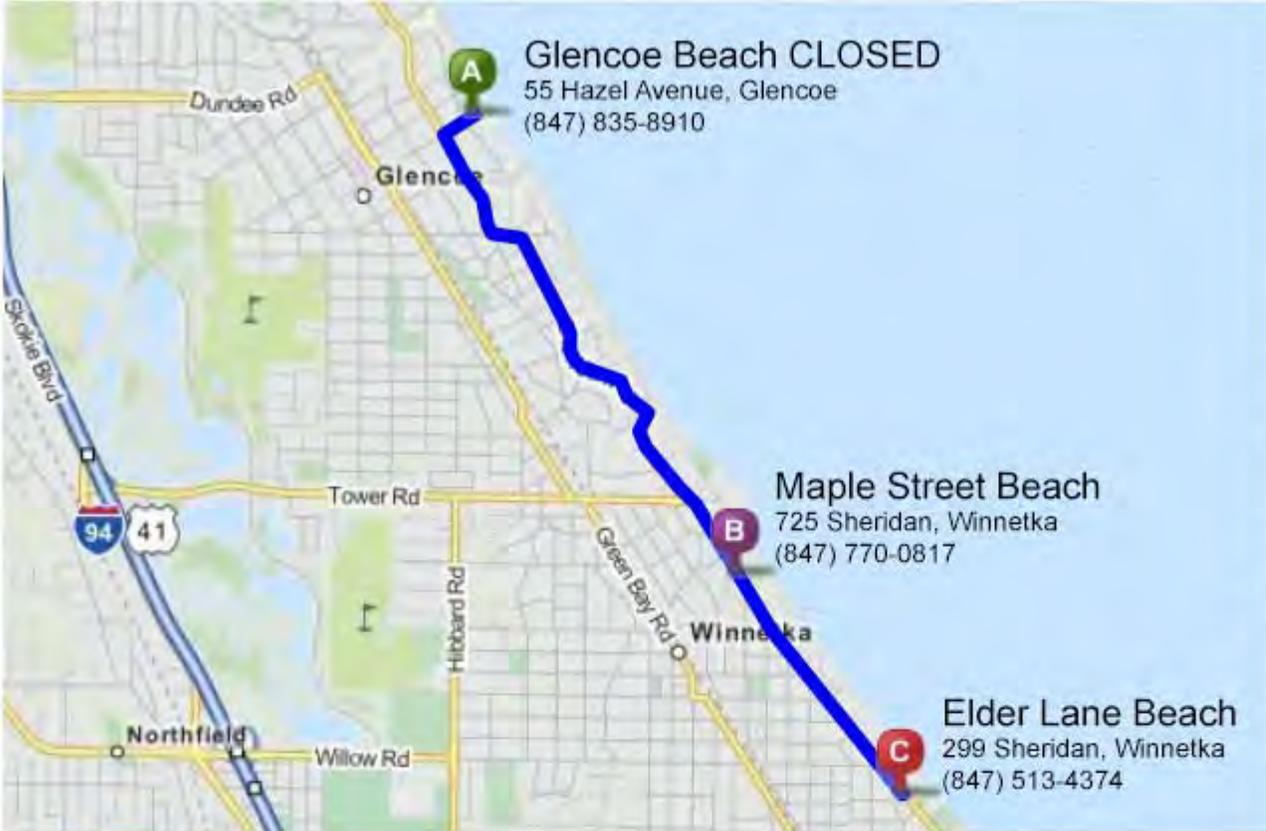
**Summary:**

Please find attached a letter from Lisa Sheppard, Executive Director of the Glencoe Park District. This year, as last two years, they are requesting resident access to swimming beaches run by the Winnetka Park District for the Fourth of July. This request was granted last year with the understanding that it would be reviewed on an annual basis. The impact under this agreement last year was minimal with a total of four Glencoe residents split evenly between Maple and Elder Lane beaches.

**Recommendation:**

Based upon the use patterns of last year, staff recommends the Park Board approve the one day request with the provisions outlined in this request letter.

END

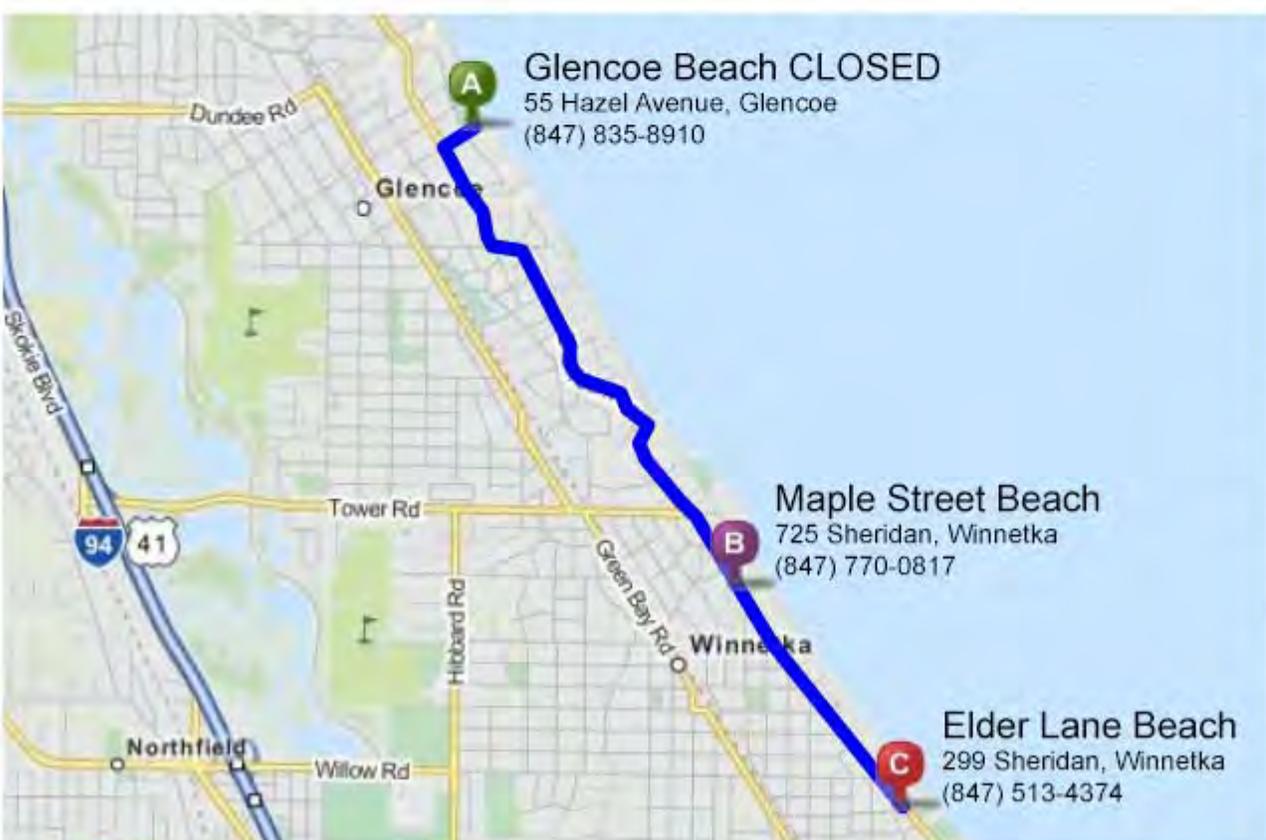


Glencoe Beach is closed in order to safely prepare for the evening fireworks show. Enjoy one of Winnetka Park District's Beaches, just down the street!

Glencoe Beach Tokens and Glencoe resident rates will be honored at Maple Street Beach and Elder Lane Beach on July 4.



For more information, please visit [www.glencoeParkDistrict.com](http://www.glencoeParkDistrict.com) or [www.winnetkaParkDistrict.org](http://www.winnetkaParkDistrict.org)



Glencoe Beach is closed in order to safely prepare for the evening fireworks show. Enjoy one of Winnetka Park District's Beaches, just down the street!

Glencoe Beach Tokens and Glencoe resident rates will be honored at Maple Street Beach and Elder Lane Beach on July 4.



For more information, please visit [www.glencoeParkDistrict.com](http://www.glencoeParkDistrict.com) or [www.winnetkaParkDistrict.org](http://www.winnetkaParkDistrict.org)



# **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 and New Trier High School’s 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 that might be represented on the Park District Property. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement that will be on Park District Property. 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 and its Property.
5. JTYF shall provide a list of officers and participants, including addresses and telephone numbers.
6. JTYF shall designate one liaison and one 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 (paint supplies, painting of the fields, fixing of sleds, chutes and anything related to the football program) 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 of age. JTYF is solely responsible for determining whether any conviction disqualifies any employee/volunteer 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 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 discounted rate and priority for use of fields, courts, rooms or other Park District facilities. The 2014/2015 (See Appendix A) field schedule will be used as their schedule. All other outside requests will have to follow the Park District's field policy. These days and times are on hand if needed. 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 (See number 7 for reference).
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 help provide a supervisor at times requested, 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, repairs, maintenance, 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 adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures. 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

1. JTYF shall reimburse the WPD for all direct costs for lining the fields, including supplies and labor (See number 4 in Facility Usage and number 12 in Criteria and Conditions).
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, which established deadlines for promotional copy, will be given the group on an annual basis. In addition the District will provide a website link to the JTYF website. The affiliate will be asked to reciprocate this practice.

### **IV. 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.

## **V. 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 District to promote football opportunities, where appropriate. They shall further work cooperatively with the District to ensure that football camps etc. are not in direct competition with one another. Opportunity to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.
- JTYF shall respect the neighborhoods surrounding the Skokie Playfields and all other athletic fields while complying with all park rules. Skokie Playfields are open 8am and closes at 10:15pm.

## **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**

1. The initial term of this Agreement shall commence on the date hereof **June 1<sup>st</sup> 2017** and end on **November 10<sup>th</sup> 2017**.
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 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.
3. JTYF may terminate this agreement by providing a minimum of 45 days written notice.

4. 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.
5. The Agreement may be amended by the written approval of both Parties.

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

- Activities, programs, and events sponsored by the Group/Affiliate 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/SRA 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/SRA 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 Group's/Affiliate'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/SRA 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 Group/Affiliate shall similarly protect, indemnify and hold and save harmless the Park District/SRA, 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 Group's/Affiliate's breach of any of its obligations under, or the Group's/Affiliate'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

## **Appendix A**

First 3 weeks Monday - Friday - 2 hours each night - 5:45-7:45pm (Depending on Adult Softball League Schedule)

Last 9 weeks - Tuesday, Wednesday, Thursday - 2 Hours Each Night - 5:45-7:45pm (Depending on Adult Softball League Schedule)

Saturdays – Walkthroughs – before each scheduled game - 8-9am (one field)

Sundays – Game days - 6 Hour Each Day - 11:30-4:30pm (one field)

If JTYF would like to request or modify their times they will have to turn in a written request and it will have to be approved by the Park District. If it interferes with other programs on the Skokie Playfields it will not be approved.

# **Kenilworth-Winnetka Baseball Association (KWBA) 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 Kenilworth-Winnetka Baseball Association (hereafter KWBA). 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. KWBA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. KWBA shall conduct its own financial business and be financially self-supporting.
3. KWBA 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 KWBA 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 KWBA current financial standings, including operational revenues, expenditures, and financial reserves.
4. KWBA 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. KWBA shall provide a list of officers and participants, including addresses and telephone numbers.
  6. KWBA shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.
  7. KWBA agrees and understands that neither KWBA nor its officials, officers, members, employees or volunteers (collectively "KWBA") 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. KWBA 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 KWBA activity will be the KWBA's sole responsibility and not the Park District's. Also, it is understood that the KWBA 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 KWBA will be solely responsible for its own actions. The Park District will in no way defend KWBA in matters of liability.
  8. KWBA 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. KWBA shall not represent itself or members of KWBA as employees, volunteers, or agents of the Park District.
  10. The KWBA or members of KWBA 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 KWBA 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. Costs for maintenance of equipment/staff and facilities will be charged KWBA.

13. KWBA 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 KWBA's activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
14. Activities, programs, and events sponsored by KWBA 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. KWBA 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. KWBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
16. KWBA agrees to cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database.
17. KWBA understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any KWBA 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.
19. KWBA shall agree to all of the Winnetka Park Districts Athletic Fields Conditions of Use. See Appendix A.

## **II. Facility Use**

1. Requests shall be made at least 2 months in advance to insure availability. Requests must have a specific schedule (times and dates) for each season for practices and games (KWBA shall not blanket request the fields). If space is requested but not used, KWBA will still have to pay for the schedule allotment. Requests need to be made by Park District liaisons in order for the request to be valid. Park District Programs take precedence. The KWBA 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
2. It is the sole responsibility of KWBA to determine whether any facility, field, or location is safe and/or appropriate for any intended use.
3. KWBA 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. KWBA is solely responsible for providing supervision and security services, as needed, for any and all KWBA activities. *The District shall assist in securing police officers for parking and safety details. No games shall be played if proper police supervision is not secured.*
5. The Park District does not assume any responsibility, care, custody, or control of any KWBA property or equipment brought upon or stored upon Park District property. KWBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property. *KWBA shall store all equipment in a clean and tidy fashion.*
6. KWBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures. *KWBA shall not perform any task or maintenance on the athletic fields unless the Park District has given them written consent.*
7. See Appendix C for Field Closer Procedures

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

In accordance with WPD user/fee policy-2013

1. KWBA shall reimburse the WPD for all direct costs of supplies and labor.
2. KWBA shall pay an affiliate group field user fee of \$13/hour through the end of 2019 (billed and payable per scheduled hours per season). 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. Fields for 2020 are subject to review and adjustment.

### **IV. Advertisement**

The Park District will provide KWBA with a maximum of one-quarter page of advertising in their seasonal program guide *if KWBA so desires. Such promotional material must be submitted in accordance with District's brochure deadlines.* KWBA 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, which established deadlines for promotional copy, will be given the group on an annual basis. *In addition the District will provide a website link to KWBA website. The affiliate will be asked to reciprocate this practice.*

### **IV. Insurance and Indemnification**

KWBA 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 KWBA's activities:

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

KWBA 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 KWBA 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 KWBA'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, KWBA 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, KWBA 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, KWBA 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 KWBA'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, KWBA 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 KWBA 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.

KWBA 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 KWBA'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, KWBA 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**

KWBA 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 KWBA or any of KWBA'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. KWBA 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 KWBA's breach of any of its obligations under, or KWBA's default of, any provision of this agreement.

**V. OTHER**

- KWBA is responsible for following the Park District's severe weather protocol and field cancellation/conditions procedures.
- KWBA shall work with the District to promote baseball opportunities, where appropriate. KWBA shall further work cooperatively with the District to ensure that baseball camps etc. are not in direct competition with one another. Opportunity to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.
- KWBA shall be responsible for storage of the bases and other field equipment (fences) after their activities are done for the day. Bases and other equipment (fences) will be needed to be stored in the storage units by the fields.
- KWBA shall respect the neighborhoods surrounding the baseball fields while complying with all park rules. See Appendix B.

**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 the date hereof **March 15<sup>th</sup>, 2017** and end on **November 1<sup>st</sup>, 2019**.

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 KWBA 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 KWBA has breached any of its obligations under this Agreement.

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

c. KWBA 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 KWBA 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 Group/Affiliate 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 Group/Affiliate 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 KWBA 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 Group/Affiliate shall adhere to all applicable facility and Park District/SRA 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.
- The Group/Affiliate shall indemnify and hold harmless the Park District/SRA 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 KWBA or any of the Group's/Affiliate'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/SRA 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 Group/Affiliate shall similarly protect, indemnify and hold and save harmless the Park District/SRA, 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 Group's/Affiliate's breach of any of its obligations under, or the Group's/Affiliate'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  
KWBA

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Winnetka Park District

## Athletic Conditions of Use

As used in this Agreement, Winnetka Park District includes its officers, officials, agents, employees and volunteers.

As used in this Agreement, “premises” and “facilities” includes all rented facilities and common areas, including but not limited to parking facilities, restrooms, walkways, hallways, etc.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. User shall not enter, occupy or use this listed facility (ies) until the time(s) and date(s) specified above.
2. User shall vacate the facility (ies) at the time(s) and date(s) indicated above or be charged a pro-rata amount for every one-half (1/2) of overtime use.
3. User shall remit the full balance due for the rental of said facility (ies) upon vacation of said facility (ies)/property and immediately upon termination of rental period.
4. Winnetka Park District does not assume any liability for property damaged, lost or stolen on the Winnetka Park District premises, or for personal injuries sustained on the premises during User’s use of the premises and User hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that User may sustain as a result of this Agreement. User further agrees to waive and release the Winnetka Park District from any and all losses, claims, suits or judgments or damages that User might sustain as a result of any and all activities connected with or associated with this Agreement.
5. That no Winnetka Park District equipment or property shall be removed from the premises without written permission of the Winnetka Park District.
6. That, unless otherwise permitted, no beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the Winnetka Park District under this Agreement.
7. User shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the Winnetka Park District’s attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for User’s intended use.
8. User is solely responsible for providing any and all supervision at all times during User’s use of any facility, including but not limited to the rented facility, and all common areas. Further, User shall be responsible for ensuring that User’s guests and invitees comply with all applicable rules and regulations pertaining to use of Winnetka Park District facilities.

9. User shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
10. That this agreement for use of the Winnetka Park District facility(ies) will not be entered into by the Winnetka Park District unless said Agreement is signed by an authorized representative or agent of User and delivered to the Office of the Winnetka Park District at the above address with appropriate security deposit.
11. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least one (1) week prior to the scheduled hour as hereinbefore designated. If this Agreement is so canceled, User will not be required to pay the fee hereinbefore designated. The security deposit will be forfeited in all other circumstances whether or not the premises are used by User.
12. It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the Winnetka Park District, including its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
13. User shall provide a certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the Winnetka Park District as an additional insured, accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, and specifying the date(s) and nature of the event no later than twenty-one (21) days prior to the event. If alcoholic beverages are being served or consumed, User must also provide proof of Dram Shop and Liquor Liability insurance. User's insurance shall be primary insurance as respects the Winnetka Park District. Any insurance or self-insurance maintained by the Winnetka Park District shall be in excess of User's insurance and shall not contribute with it.

**This insurance requirement may be waived or modified upon written approval by the Winnetka Park District.**

14. User's insurer shall agree to waive all rights of subrogation against the Winnetka Park District.
15. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
16. This rental agreement may be revoked at any time at the discretion of the Winnetka Park District due to misrepresentation of User, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to User.
17. 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.
18. This agreement may not be assigned by User without the Winnetka Park District's prior written consent.
19. This agreement represents the entire understanding between the parties. This agreement may be modified or altered only by further agreement in writing between the parties.
20. Interpretation of this agreement shall be governed by the laws of the State of Illinois.

# Winnetka Park District

## Turf/Facility Rules

### Thorguard Lightning Prediction System

The warning horn will sound with an uninterrupted 15-second blast and a strobe light will flash. Once a threat is detected, the system continuously updates weather data. Please clear the fields in a calm and timely manner. Please go to one of the appropriate shelter below. Wait for the “all clear” signal (3 short bursts) to resume activity. If the “all clear” signal hasn’t sounded after 30 minutes, all activities are cancelled.

*\*If the weather appears to be threatening and no alarm is heard, please leave the park.*

### Appropriate Shelter (At Skokie Playfields)

- 1st-Hard top vehicle (if unavailable proceed to one of the following Park District Shelters)
- 2nd-Administration Building (if available)
- 3rd-A.C. Nielsen Tennis Center (Front desk will inform patrons were to go)
- 4th-Winnetka Ice Arena

### Application & Use of Artificial Turf/Facility Fields

- Turf field use is scheduled and approved in accordance with Winnetka Park District athletic field user/fee policy
- All fields/Baseball Fields require a permit – available by application through WPD administrative office!
- An approved field use permit must be available during the use and presented to any Park District representative upon request
- Permits may be revoked if there is failure to follow district rules and regulations. There also may be a fee that will be charged to the permit holder/team.
- The Park District reserves the right to cancel any event or to restrict access to the fields due to an emergency, severe weather, vandalism, poor playing conditions or damages that could cause safety concerns.
- A rest and renovation program is scheduled for Winnetka Park District Skokie play fields. The Park District does attempt to be flexible in accommodating user groups, but ultimately the health and safety of the user and the condition and playability of the fields or facilities takes priority. This may require the closure of the fields or facilities, denial of use of field and/or alternate sites for athletic use.
- Games and/or practices will not start before 8 a.m. nor exceed 10:00 p.m. **NO EXCEPTIONS!** Organizations should make necessary changes or alterations to their rules and regulations concerning games stopped due to park time regulations. The lights on the fields are pre-programmed to shut-off at 10:00 p.m. every night.
- Misrepresented and/or unauthorized use of the Winnetka Park District and associated facilities is subject to: revocation of permit and termination of future usage privileges; enforcement per Winnetka Park District ordinance #504 (available for review at the office) and/or local police citation.

### Rules & Procedures Governing Use

It is the responsibility of the field representative and/or individual identified as the person on the permit to enforce the rules and regulations regarding the conduct of the group while using Park District facilities. These rules include, but are not limited to:

- Tables and chairs are not allowed on the turf area.
- Golfing or other non-authorized use is prohibited on the turf surface.
- Wheeled devices, including but not limited to motorized vehicles, bikes, wagons, inline skates, scooters and skateboards are not allowed on the turf.
- No painting of the field is permitted.
- Field use begins and ends at the times stated on the permit, including inspections, set-up and clean-up. Groups are not allowed on the fields prior to the start time stated on the permit and are required to exit the fields and have adjacent areas cleaned up at the ending time indicated on the permit.

- Only authorized/approved equipment can be used on the facilities.
- Permits are not transferable.
- Practices are not allowed on lined softball and baseball fields that have been prepped for games (dragged and chalked).
- Selling of food or other items is not allowed without a Park District approval. Amplified sound is not allowed on any field without Park District approval and will be noted on your permit.
- Property boundary walls and fences are not to be used as backstops at any time. No hitting or kicking balls into backstops or fences. No climbing of fences.
- No climbing on or moving of goals is allowed. This must be requested on the field request form prior to rental or usage.
- Portable goals and/or markers are allowed, but must be removed daily.
- Groups shall inspect the fields/facility prior to and subsequent to each use to determine whether conditions are safe and/or appropriate for any intended use. Groups shall promptly advise the Park District of any unsafe/dangerous condition.
- Animals are NOT ALLOWED inside the turf area and Skokie playfields.
- No food (including sunflower seeds), gum or chewing tobacco is allowed on the turf surface.
- Metal spiked shoes are not allowed on the turf surface.
- Clean athletic shoes (free of mud) and plastic spikes are permissible.
- During athletic competitions, all spectators shall remain off of the turf area.
- Moving of portable goals is done by authorized personnel only.
- Only free standing field markers and sports equipment may be used on the turf surface. No stakes, posts, poles, or markers of any kind may be driven into the turf surface.
- No unauthorized tents, chairs, or shade structures will be allowed on the turf surface.
- Grills or other open cooking structures are prohibited.
- Authorized vehicles only. No personal vehicles.
- No glass containers.
- Please dispose of all garbage in trash cans.
- Plain water bottles with water or a cooler with water is permitted.
- NO alcohol is allowed in the park.

#### **Artificial Turf Athletic Field Use Guidelines**

- Stay Hydrated – Water bottles, filled with water only, are the only things welcome on the fields.
- Food – Eating is not permitted on the field. Food scraps and even sunflower seeds are VERY difficult to remove. These will reduce the quality of the play and will shorten the life of the field.
- Pick up your trash – Make sure the field is clean when you are finished. The permit holder is responsible for litter left by spectators.
- Stay clean and healthy – Wash your hands and any cuts, scrapes or turf burns after play.
- Lift goals – Carry any objects that need to be moved for play. Dragging heavy items such as goals or other equipment across the athletic field may tear the field. Don't move goals alone or allow small children to move them. Dropping the wheels is a 2-person job. Watch your fingers.
- Adhesives – Adhesives are not allowed. Tape and line markings will damage the turf.
- Dogs – Dogs are NOT ALLOWED on any Park District athletic field.
- Bikes – Bikes, motorcycles, skateboards, and rollerblades are not allowed on turf fields. They may tear the turf.

**Failure to comply with these rules may result in withdrawal of playing time and/or a reimbursement fee for additional field maintenance costs of \$100 per staff hour and direct cost of supplies.**

## Appedix C

# Winnetka Park District

## Recreation Department Field Closure Procedures

The purpose of these procedures is to reduce the chance of personal injury and to protect the integrity of the sports fields. Neither games nor practices shall be held if field conditions are such that usage may increase the risk of injury to users or may cause damage to the field. Field closure procedures mainly address field usage during or after adverse weather. However, the Recreation Department may close a field or fields at any time it is deemed unsafe for users. The Winnetka Park District will make every effort to allow the rescheduling of practices or games to prevent delays to an organization's schedule.

**A field use permit must be obtained before any organized sport/activity can take place on any Winnetka Park District sports field. To obtain a field use permit please contact the Recreation Department at 847-501-2040.**

Fields shall be considered open and usable unless otherwise indicated by the Recreation Department. Field usage during wet or saturated conditions may cause personal injury or extensive field damage resulting in field closure and costly renovations. If the condition of a field is marginal at best, it's always better to reschedule your game or practice rather than risk damaging the field and having it taken out of use. When the soil dries it will create ridges and permanent standing water will start to appear at the next rainfall. Deciding to play in wet areas has long lasting negative effects for weeks or months which may cause delays to the season.

Rainouts are determined ONLY by our staff or by an umpire. Never by team(s) or coaches. We need to be fair in applying the same criteria all across the board, and can not leave it up to the individual team(s). What somebody might call "too much rain" is only a "drizzle" to somebody else.

### Field Closure Process

#### Weekdays

- A decision on field closure will be made by the Parks & Recreation staff no later than 3:00 P.M. using the field closure criteria. After that, it is up to the organization or the umpire to call it.
- If adverse weather affects the field conditions prior to or after a game has begun, a coach, umpire, or field official may close a field temporarily or for the remainder of the day. However, a coach, umpire, field official, or organization designee cannot open a field that has been designated closed by the Parks and Recreation Department.
- If the fields are deemed closed, all adjacent turf areas shall be deemed closed as well.
- The Winnetka Park District will make a reasonable effort to make fields playable for scheduled games if it is determined that fields can be made playable prior to scheduled start time.
- Coaches may check the field status hotline by going to the Winnetka Park District website ([winpark.org](http://winpark.org)) or the rainoutline app.
- The Recreation Department or his designee shall inspect fields the following day for condition change, possible damage, and necessary repairs and post signage accordingly.

#### Weekends

- A decision to open or close a field shall be made by Parks & Recreation Department staff by 8:00 A.M. After that, it is up to the organization or the umpire to call it.

- The Recreation Department or his designee shall inspect fields the following day for condition change, possible damage, and necessary repairs, post signage, and update field status hotline, if necessary.

### **Field Closure Criteria**

Fields shall not be used if one or more of the following conditions exist:

- Weather forecast, how much rain has fallen or will fall.
- There is standing water present in the grass areas.
- Staff size-how many employees are working on that particular day.
- There is standing water present on the infield mix areas that cannot be removed without causing damage to field.
- There are muddy conditions present that will not dry by the start of the game.
- While walking on the field, water can be seen or a “squish” sound can be heard with any footsteps.
- While walking in the turf areas, any impression of your footprint is left in the soil surface.
- While walking on the infield mix, an impression of more than ¼” deep is left by a footprint.
- **Remember:** Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation that can cause personal injury or damage to the sports field.
- In turf areas, the use of materials to dry water or mud, such as “Turface,” “kitty-litter,” lime, etc. are not permitted.
- If substantial rain (anything more than a light drizzle on a dry field) occurs all fields will be closed.
- If a field is deemed closed at a park that includes more than one field, all fields will be considered closed at that facility.

Additional field closures may occur if one or more of the following conditions exist, but not limited to:

- Field repairs
- Field renovations
- Irrigation system malfunctions
- Drought contingencies
- Turf grass stress caused by drought
- Turf grass management practices
- Insect or fungus problem and/or the treatment of such

### **Loss of Field Use Privileges**

Field users are asked to adhere to the signs indicating fields are closed. Failure to abide by the procedures may result in the forfeiture of field deposit and/or loss of field use. If an organization or individual group is found to be playing on a field that is closed or should be closed, based on field closure criteria, they will be asked to leave immediately, if appropriate. Possible suspension of field permit and reimbursement for damages may apply. A history of violations may result in denial of future field use permit requests.

### **Emergencies**

If there is a non-emergency at the rental site please contact the Police Department for at 847-501-6034. For all other emergencies or medical emergencies call 9-1-1.

# American Youth Soccer Organization (AYSO)

## 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 American Youth Soccer Organization (hereafter AYSO). 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. AYSO shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. AYSO shall conduct its own financial business and be financially self-supporting.
3. AYSO 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 AYSO 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 AYSO current financial standings, including operational revenues, expenditures, and financial reserves.

4. AYSO 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. AYSO shall provide a list of officers and participants, including addresses and telephone numbers.
6. AYSO shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.
7. AYSO agrees and understands that neither the AYSO nor its officials, officers, members, employees or volunteers (collectively "AYSO") 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. AYSO 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 AYSO activity will be the AYSO sole responsibility and not the Park District's. Also, it is understood that AYSO 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, AYSO will be solely responsible for its own actions. The Park District will in no way defend AYSO in matters of liability.
8. AYSO 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 AYSO privileges under this Agreement
9. AYSO shall not represent itself or members of the AYSO as employees, volunteers, or agents of the Park District.
10. AYSO or members of the AYSO 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 AYSO, 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 maintenance of equipment and/or facilities will be charged to the Community Group/Affiliate.
13. AYSO 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 AYSO activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
14. Activities, programs, and events sponsored by AYSO 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. AYSO 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. AYSO is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
16. AYSO agrees to cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database.
17. AYSO understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any AYSO 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. AYSO 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 AYSO to determine whether any facility, field, or location is safe and/or appropriate for any intended use.
3. AYSO 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. Any holes or low spots on any field should be marked with field marking paint or spray paint for park maintenance crew to fill in. This shall be performed on an as-needed basis.
5. AYSO is solely responsible for providing supervision and security services, as needed, for any and all AYSO activities. The District shall assist in securing a police supervision (one individual) for parking and safety details. No games shall be played if proper police supervision is not secured.
6. The Park District does not assume any responsibility, care, custody, or control of any AYSO property or equipment brought upon or stored upon Park District property. AYSO is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property. AYSO shall store all equipment in a clean and tidy fashion.

7. AYSO shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.

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

In accordance with WPD user/fee policy-2013

1. AYSO shall reimburse the WPD for all direct costs including supplies and labor.
2. AYSO shall pay an affiliate group field user fee of \$15/hour (billed and payable per scheduled hours per session). 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 AYSO with a maximum of one-quarter page of advertising in their seasonal program guide, if AYSO so desires. Such promotional material must be submitted in accordance with District's brochure deadlines. AYSO 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, which established deadlines for promotional copy, will be given the group on an annual basis. In addition the District will provide a website link to the AYSO website. The affiliate will be asked to reciprocate this practice.

### **IV. Insurance and Indemnification**

AYSO 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 AYSO activities:

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

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

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to exercising any rights under this Agreement, AYSO 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 AYSO 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.

AYSO 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 AYSO 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, AYSO 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**

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

## **V. OTHER**

- AYSO is responsible for ensuring that soccer goals are securely anchored before all games and practices. AYSO shall follow the Illinois Movable Soccer Goal Safety Act (Also known as Zach's Law).
- AYSO is responsible for following the Park District's severe weather protocol.
- AYSO shall work with the District to promote soccer opportunities, where appropriate. They shall further work cooperatively with the District to ensure that soccer camps etc. are not in direct competition with one another. Opportunity to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.
- AYSO shall respect the neighborhoods surrounding the soccer parks while complying with all park rules.
- AYSO agrees to not schedule all four soccer fields at Nick Corwin Park at any one time for practices or games.

## **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 the date hereof **March 15<sup>th</sup>, 2017** and end on **November 20<sup>th</sup>, 2018**.

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 AYSO 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 AYSO has breached any of its obligations under this Agreement.

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

c. AYSO 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 AYSO 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 Group/Affiliate 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.
- AYSO 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/Affiliate 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.
- AYSO shall adhere to all applicable facility and Park District/SRA 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.
- AYSO shall indemnify and hold harmless the Park District/SRA 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 Community Group/Affiliate or any of the Group's/Affiliate'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/SRA 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 Group/Affiliate shall similarly protect, indemnify and hold and save harmless the Park District/SRA, 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 Group's/Affiliate's breach of any of its obligations under, or the Group's/Affiliate'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  
Community Group/Affiliate

\_\_\_\_\_

Authorized Signature of Park District

\_\_\_\_\_

Date

\_\_\_\_\_

Date