



Board of Commissioners
Regular Business Meeting
910 N Gary Ave
Premier Room

July 10, 2023

6:00pm

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Listening Post**
 - A. Recognition
- 4. Changes or Additions to the Agenda**
- 5. Consent Agenda**

All items listed are included in the Consent Agenda. There will be no separate discussion of these items. Members of the public may petition in writing that an item be removed from the Consent Agenda.

 - A. Approval: Regular Minutes: June 12, 2023
 - B. Approval: Special Minutes: June 26, 2023
- 6. Discussion Items**
 - A. Weekly Happenings (oral)
- 7. Action Items**
 - A. Walter Park Playground Design Approval
 - B. Approval: Board Officer Updates
 - C. Approval: Affiliate Agreement with Carol Stream Panthers Soccer Association
 - D. Approval: Affiliate Agreement with Carol Stream Youth Travel Basketball Association
- 8. Closed Session**
- 9. Action Pertaining to Closed Session**
- 10. Adjournment**



Board of Commissioners
Regular Meeting
June 12, 2023
6:00pm

Call to Order	Commissioner Jeffery called the meeting to order at 6:00 pm.								
Roll Call/Pledge of Allegiance	Present: Commissioners Powers, Sokolowski, Gramann, Jeffery, Bird and Witteck. Commissioner Del Preto arrived at 6:21. Staff: Executive Director Reuter, Deputy Director Rini, Directors Bachewicz and Hamilton, Superintendents Quinn and Scumaci and Executive Assistant Greninger								
Listening Post	None								
Changes to the Agenda	None								
Consent Agenda	<p>Commissioner Sokolowski made a motion to accept the consent agenda as read. Seconded by Commissioner Bird.</p> <ul style="list-style-type: none"> A. Approval: Regular Minutes: May 22, 2023 B. Ratify: May 2023 Bills C. Approval: Post Bond Issuance – Annual Tax Compliance Report D. Approval: Bank Signature Card Amendments E. Approval: Ordinance No. 569 Park District Surplus <p>Voice Vote. All in favor. Motion Passes.</p> <p>Commissioner Powers made a motion to approve the consent agenda as read. Seconded by Commissioner Witteck.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner Bird: Aye</td> <td style="width: 50%;">Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Del Preto: Absent</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Gramann: Aye</td> <td>Commissioner Witteck: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td></td> </tr> </table> <p>Motion Passes 6-0-1</p>	Commissioner Bird: Aye	Commissioner Powers: Aye	Commissioner Del Preto: Absent	Commissioner Sokolowski: Aye	Commissioner Gramann: Aye	Commissioner Witteck: Aye	Commissioner Jeffery: Aye	
Commissioner Bird: Aye	Commissioner Powers: Aye								
Commissioner Del Preto: Absent	Commissioner Sokolowski: Aye								
Commissioner Gramann: Aye	Commissioner Witteck: Aye								
Commissioner Jeffery: Aye									
Discussion Items	<ul style="list-style-type: none"> A. 2022 Annual Comprehensive Financial Report Presentation Deputy Director Rini introduced Matt Beran, a Partner with Lauterbach & Amen. Mr. Beran reported that staff was very helpful in preparing documents for the review, and there were no exceptions – which is the highest ranking that can be given for the annual financial audit process. He also reported that the District earned the Certificate of Excellence in Financial Reporting the Government Finance Officers Association (GFOA) for the 2021 Audit (22nd consecutive awarded), and has no reason to believe it would not do again for the 2022 Audit. Some of the 								

highlights reviewed included recovery of operating funds, and that the General Fund has reached its targeted balance, and the Recreation Fund made a significant improvement this year. Programming levels are approaching pre-pandemic levels. Commissioner Sokolowski asked when we expect to reach the target balance for the Recreation fund; Deputy Director Rini estimates doing so by the of this year. Commissioner Powers ask for clarification on the accretion of bonds, and how the district was affected by GASB 87 this year. Mr. Beran also explained upcoming GASB changes. Commissioner Powers commented on the Management letter, specifically that there are no irregularities to report. Mr. Beran agreed, stating the Park District has good internal controls in place.

B. Weekly Happenings

- Commissioner Sokolowski asked about the geothermal system. Director Hamilton said there are only minor issues since we fixed the autofill feature.
- Commissioner Sokolowski asked about progress at Community Park. Executive Director Reuter said we are getting close to work starting. The CDBG has communicated to us that they 'prefer' that all contractors, subcontractors, and apprentices are evaluated and approved prior to starting any work on the job site. We are being very careful to follow all the requirements in order to avoid jeopardizing the grant. The DuPage County staff has been fantastic in working with us.
- Commissioner Gramann asked if we have heard from DuPage County about additional funding for the McCaslin Tourism Grant. We have not.
- Commissioner Gramann asked about the cricket field. Director Hamilton said we are still waiting for the permits from DuPage County.
- Commissioner Del Preto asked how the new systems are working at Coral Cove Water Park. Director Hamilton said exactly as it should. The system learns and is applying the data to make adjustments in chemicals as needed. Director Bachewicz added that people are having a good time and they really love the new Blue Wave drink we introduced this year.
- Commissioner Sokolowski asked about the dry grass in the open seating area at the water park. Director Hamilton said we had to turn off the sprinklers due to a water leak. Once those repairs are completed, the irrigation will be turned back on.
- Commissioner Witteck loves that we are offering a sensory hour at the water park. Is this being planned at any other facilities? Director Bachewicz said we are looking into it.
- Commissioner Bird said the natural planting that was completed looks good.
- Commissioner Jeffery asked about the damaged equipment at Carolshire. Director Hamilton explained that there was a flaw in the connections to some ropes. We order new parts; the manufacturer gave us extra parts in case this happens again.
- Deputy Director Rini asked the Commissioners sitting on the Parks & Facilities Committee to provide options to schedule a meeting to review the Walter Park design options. We expect to have the diagrams by Thursday.

<p>Action Items</p>	<p>A. Approval: 2022 Annual Comprehensive Financial Report Commissioner Powers made a motion to accept the 2022 Annual Comprehensive Financial Report as presented. Seconded by Commissioner Del Preto. Voice Vote. All in favor. Motion Passes.</p> <p>B. Approval: McCaslin Artificial Turf Replacement Director Bachewicz said we are asking for Board approval to allow staff to issue a purchase order and get on the schedule for installation in the fall. This will limit disruption to usage of the fields. The recommendation is to replace the turf is 8-10 years. The McCaslin turf is currently in its 11th year and in dire need of replacement. Commissioner Sokolowski asked if we will get extra turf to make repairs. Director Hamilton said yes, and with the dedicated parks staff to maintain the turf better, it will last longer. Commissioner Del Preto asked if we would consider putting turf in the outfield. Executive Director explained that there is insufficient storm water retention area available to accommodate turf outfields; Commissioner Bird agreed. Reuter also said that 'if' we could ever acquire additional land for water retention, the project could be very expensive - between \$6-8 million. Commissioner Sokolowski asked if it would be an option to turf the cricket field. Executive Director Reuter said that would be a more affordable option; we would also consider turfing it as a multi-sport field. Commissioner Del Preto asked what we are doing with the old turf. Director Hamilton said the plan is to turf the landscaped islands at McCaslin Park to eliminate the mulch. Commissioner Bird asked if the new turf is the same as the old turf. Director Hamilton said the technology is better and the pellets are lighter. We anticipate a better product when the project is done.</p> <p>Commissioner Sokolowski made a motion approve the purchase and installation of artificial turf infields from FieldTurf USA, Inc., from Calhoun, GA, for installation at McCaslin Park for \$537,295.65. Seconded by Commissioner Gramann. Voice Vote. All in favor. Motion Passes.</p> <p>C. Approval: Intergovernmental Agreement between Carol Stream Park District and the Village of Carol Stream for the Klein Creek Streambank Stabilization – Section III Project Executive Director Reuter reminded the Commissioners this is the project at Armstrong Park that will require we move the storage barn, relocate electric service to the parking lot, coordinate the timing of the north Armstrong Park parking lot, and shift the soil the Village is moving to the north end of the park to build a new sled hill. The north parking lot will serve as a staging area, therefore won't be completed until all large equipment has all been removed. An example of how the creek bed will look when complete will be similar to that done behind Memorial Park south Kuhn road. Commissioner Jeffery said when two bodies of local government work together the community is at an advantage. Commissioner</p>



	<p>Gramann is especially excited about the sled hill. Village Civil/Storm Water Engineer Greg Ulreich thanked the Board and staff for all the hard work that went into this agreement.</p> <p>Commissioner Gramann made approve an Intergovernmental Agreement between the Carol Stream Park District and the Village of Carol Stream for the Klein Creek Streambank Stabilization – Section III Project. Seconded by Commissioner Bird.</p> <p>Roll Call Vote: Commissioner Bird: Aye Commissioner Del Preto: Aye Commissioner Gramann: Aye Commissioner Jeffery: Aye Motion Passes 7-0-0</p> <p>Commissioner Powers: Aye Commissioner Sokolowski: Aye Commissioner Witteck: Aye</p>
Closed Session	<p>Motion by Commissioner Powers to enter into closed session at 7:11pm for the Biannual Review of Closed Session Minutes, Section 2(c) (21). Seconded by Commissioner Del Preto. Motion by Commissioner Powers to arise from closed session at 7:12 pm. Commissioner Sokolowski seconded the motion.</p>
Action Pertaining to Closed Session	<p>Commissioner Sokolowski made a motion to release closed session minutes and destroy verbatim records of closed sessions as discussed. Seconded by Commissioner Witteck. Voice Vote. All in favor. Motion Passes.</p>
Adjournment	<p>Commissioner Gramann made a motion to adjourn the meeting. Seconded by Commissioner Powers Voice Vote taken. Motion passed 0-0-0. Meeting adjourned at 7:13pm.</p>

 President
 Jacqueline Jeffery

 Secretary
 Jim Reuter

July 10, 2023
 Date



**Board of Commissioners
Special Meeting
Meet Us at Cambridge Park
June 26, 2023
6:00pm**

1. Call to Order	Commissioner Jeffery called the meeting to order at 6:00 pm.
2. Roll Call	Present: Commissioners Jeffery, Gramann, Powers, Bird, Witteck and Sokolowski. Absent: Commissioners Del Preto. Staff: Directors Bachewicz and Hamilton, Superintendent Adamson and Quinn, Supervisor Falco and Executive Assistant Greninger.
3. Meet Us At The Park	This was a casual gathering with the Commissioners at Cambridge Park meeting with the local neighbors. There were snacks and games for the participants.
Adjournment	The meeting was adjourned at 7:15 pm.

President
Jacqueline Jeffery

Secretary
Jim Reuter

July 10, 2023
Date

To: Board of Commissioners

From: Shane Hamilton, Director of Parks & Facilities

Date: July 10, 2023

Approval: Walter Park – Renovation Project

Agenda Item # 7A

Issue

Should the Board approve the purchase of playground equipment for Walter Park in the amount of \$77,608 from NuToys Leisure Products from Westchester, IL.

Background/Reasoning

- The Parks & Facilities Committee met on June 22 to review playground design options. This playground design is a result of their review and recommendation.
- NuToys is a distributor of Landscape Structures equipment.
- No public bid is needed for this product; it is assigned government pricing via a national purchasing program (HGAC). The District enrolled in HGAC in 2021 to take advantage of product pricing within the program. There was no cost to the District to enroll in HGAC.
- Purchasing ourselves, not through the general contractor who will perform the park renovation and playground installation, saves the Park District approximately 7-10% of the purchase price.
- Landscape Structures equipment is highly respected throughout the field of Parks & Recreation and their back end service is second to none.
- Several playgrounds in the Park District already have Landscape Structures equipment installed and staff is extremely happy with their performance and longevity.

Supporting Documents

- Diagram
- Quote

Cost

- Cost of Playground: \$77,608
- The total project is \$800,000. The playground purchase price fits within our playground allotment.
- Budget source GL: 42-5-75-00-772

Public/Customer Impact

Purchasing the playground equipment ourselves, not through the general contractor, saves the Park District meaningful funds, and reflects financial stewardship. As construction costs continue to rise, using creative ideas such as taking advantage of national cooperatives can be the difference between being on budget or over budget.

Recommendation

That the Board approve the purchase of playground equipment for Walter Park in the amount of \$77,608 from NuToys Leisure Products from Westchester, IL.



LSA
landscape
structures

WALTER PARK - OPTIC

CSD23WAL3-01 • 6.27.22

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Box 7075
 Westchester, IL 60154
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

June 27, 2023

WALTER PARK
 CAROL STREAM, IL
 OPTION 3 - REVISED
 PLAYBOOSTER

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
PlayBooster Component System				
3	152907B	Deck Link w/Barriers Steel end panels 2 Steps	\$ 2,625	\$ 7,875
1	176078B	Lollipop Climber 72"Dk DB		1,885
1	128252A	Loop Ladder 48"Dk DB		1,190
2	CP013840A	DTR PB 190"Steel Post for 104"Deck 44"Bury	650	1,300
3	CP013842A	DTR PB 206"Steel Post for 120"Deck 44"Bury	695	2,085
1	152911C	Curved Transfer Module Left 48"Dk DB		3,730
2	111228A	Square Tenderdeck	1,315	2,630
3	111231A	Triangular Tenderdeck	1,015	3,045
1	115236A	Ball Maze Panel Above Deck		1,575
2	116244A	Pipe Barrier Above Deck	800	1,600
1	185346A	10' Tower SlideWinder2		7,105
2	111404D	124"Alum Post DB	455	910
2	111404C	132"Alum Post DB	475	950
2	111404A	148"Alum Post DB	505	1,010
2	111404K	156"Alum Post DB	565	1,130
1	111404Z	182"Steel Post DB 44" Bury		595
1	271761B	Alpine Slide 96" Deck DB ¹		5,900
1	130798A	Double Swirl Slide 48"Dk DB		2,895
1	130390A	Double Swoosh Slide 72"Dk DB1		3,020
1	148426A	Firepole Perm Handholds 48"Dk DB		985
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury		-
SUBTOTAL				\$ 51,415
ALSO:				
1	247189A	Chill Spinner DB		\$ 2,620
1	186490A	We-saw DB Only ¹		13,575
SUBTOTAL				\$ 16,195

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SWINGS:

2	174018A	Belt Seat Proguard Chains 8' Beam	\$	160	\$	320
1	237297A	Friendship Swing w/Single Post Frame Additional Bay 52" Bury ProGuard Chains				3,590
1	176038A	Full Bucket Seat Proguard Chains 8' Beam				445
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam				1,090
1	177344A	Single Post Swing Frame 52" Bury 8' Beam Height Only				1,810
1	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only				1,290

SUBTOTAL \$ 8,545

EQUIPMENT TOTAL \$ 76,155
6% CONTRACT DISCOUNT (4,569)
SHIPPING 6,022
TOTAL \$ 77,608

To: Board of Commissioners
From: Jim Reuter, Executive Director
Date: July 10, 2023
Approval: Board Officer Updates

Agenda Item # 7B

Issue

Shall the Board make a motion to name Sue Rini the Board Secretary and Lisa Scumaci as the Board Treasurer effective July 22, 2023.

Background/Reasoning

Executive Director Reuter currently serves as the Board Secretary; and Deputy Director Sue Rini serves as the Board Treasurer. Executive Director Reuter is retiring on July 21, 2023 and July 10 will be the last Board meeting he attends.

The Board has already taken action to name Sue Rini as Executive Director effective July 22, 2023. Lisa Scumaci will moving from Superintendent of Finance & Accounting to Director of Finance & IT. This shift in duties precipitates naming Sue Rini as Board Secretary, and Lisa Scumaci as Board Treasurer; both changes being effective July 22, 2023.

Supporting Documents

None

Cost

There is no cost

Public/Customer Impact

Ensures continuation of business.

Recommendation

That the Board make a motion to name Sue Rini the Board Secretary and Lisa Scumaci as the Board Treasurer effective July 22, 2023.

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: July 10, 2023
Approval: Affiliate Agreement with Carol Stream Panther Soccer Club
Agenda Item # 7C

Issue

Should the Board approve the 2023-2024 affiliate agreement with the Carol Stream Panther Soccer Club.

Background/Reasoning

- This new agreement would cover the 2023-2024 season for CSPSC.
- CSPSC is in compliance with the terms of the agreement and is considered to be in good standing with the District.
- At the June 22, 2015 Park Board of Commissioners meeting, the board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.

Supporting Documents

- Carol Stream Panther Soccer Club (CSPSC) Agreement.
 - CSPSC Agreement has been updated to include some additional PDRMA requirements and to clarify facility needs for both entities. All updates to this current agreement are highlighted in yellow for easier reference.

Cost

The affiliate fees paid to the District are budgeted in GL # 20-4-60-00-480-641.

Public/Customer Impact

The affiliate group provides an opportunity for youth that wish to participate in a more competitive travel soccer program than the District currently offers as part of our in-house league.

Recommendation

That the Board approve the 2023-2024 affiliate agreement with the Carol Stream Panther Soccer Club.



Carol Stream Panther Soccer Club Affiliate Agreement

Memorandum of Understanding

July 2023 – June 2024

PURPOSE

The Carol Stream 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 with autonomous 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 Carol Stream Panther Soccer Club (hereafter “**CSPSC**”). 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. In addition to the criteria included in the Park District’s Policy Guidelines on Youth Recreational Organizations, CSPSC agrees to follow the following guidelines:

I. Criteria and Conditions

1. The CSPSC shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSPSC shall conduct its own financial business and be financially self-supporting. CSPSC shall not be underwritten by Park District public funds.

3. The CSPSC shall have its own volunteer governing board all whom must live within the Park District boundaries 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 that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSPSC must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (**CCSD93**) and Benjamin School District 25 (**BSD25**) will be counted as residents.
 - c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. Provide copies of the IRS and State tax forms that must be filed annually to maintain the organization's 501(C) 3 status or other financial documents (bank statements, etc.) as requested by the Park District. Financial documents should be submitted within three months of the conclusion of CSPSC's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSPSC must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third party partners. The Park District must approve all potential large sponsor partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. 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. All fundraising activities must also be done in full compliance of the laws governing such activities.
 - a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
5. The CSPSC must have a Code of Conduct in place that is provided to and followed by administrators (board members), players, coaches, and parents at all times. A copy shall be provided to the Park District annually.
6. The CSPSC shall provide a list of officers and participants, including addresses and telephone numbers following CSPSC's annual elections and when changes occur.
7. Copies of the organizations meeting minutes must be submitted to the Park District no later than fifteen days following any meeting.

8. The CSPSC shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District to be the official liaisons for all official communication with the Park District including but not limited to field and facility assignments. One of the liaisons must be the league President.
9. The CSPSC agrees and understands that neither the CSPSC nor its officials, officers, members, employees or volunteers (collectively "CSPSC") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The CSPSC 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 CSPSC activity will be the CSPSC's sole responsibility and not the Park District's. Also, it is understood that the CSPSC 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 CSPSC will be solely responsible for its own actions. The Park District will in no way defend the CSPSC in matters of liability.
10. The CSPSC 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 investigations 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.
11. The CSPSC shall not represent itself or members of the CSPSC as employees, volunteers, or agents of the Park District.
12. The CSPSC or members of the CSPSC will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. All fees, charges, monies, and expenditures shall be handled by the CSPSC 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.
14. Costs for maintenance of equipment and/or facilities will be charged to the CSPSC. CSPSC shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSPSC 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 CSPSC activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSPSC 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.

17. The CSPSC 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 or handle cash. The CSPSC is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSPSC may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSPSC will be invoiced for the cost of completing the background check.
18. The CSPSC agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSPSC understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSPSC position and/or activity and that the Park District is not responsible for any hiring or retention decision.
20. Registration for membership/tryouts must not exclude qualified residents of the Park District.
21. The CSPSC 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 CSPSC shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSPSC shall abide by all Park District rules and regulations including, but not limited to, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.

II. Facility/Field Use

1. Requests shall be made in writing at least two months in advance, prior to season, to insure field availability for the upcoming season based on anticipated number of teams and field sizes anticipated. Park District programs; in-house, rentals, and other operations that support Park District business, take precedence. Requests must be specific and include, but not limited to.

- a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, meetings, et al.
 - b. Field and sizes desired.
 - c. Days and times.
 - d. CSPD fields are multi-use and field space is limited. Enrollment and usage needs must be discussed and approved prior to season.
 - e. If CSPSC's usage is larger than the Park District resources available; CSPSC must seek space elsewhere at no reduction in the current affiliate fee.
 - i. If a team is not fully accommodated, then are not provided field space for game and/or practices. These teams will not be counted when calculating the cost of the per/player affiliate fee. Field Space may be rented based on availability for the current rental fee.
 - ii. CSPSC is responsible for ensuring that the non-accommodated teams follow the rental procedures for games and/or practices and any violation would be the responsibly of CSPSC.
2. Times must follow the time slots used by the Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.
- a. Proposed schedules (practices and games) for the season must be submitted at least two weeks prior to the first day of intended use.
 - b. Any requested space outside of normal scheduled timeslots are available upon request and availability.
3. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
4. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other uncontrollable conditions.
5. It is the sole responsibility of the CSPSC to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
- a. Park District will offer training to CSPSC on proper field conditions.
 - b. An alternate field space will be provided if available or the Park District will work with CSPSC on rescheduling.

6. The CSPSC 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.
7. In order to coordinate scheduling and staffing needs of all outdoor space, CSPSC must request the use of the school's grass or turf fields through the CSPD staff during the Soccer Season.
 - a. All indoor usage at Glenbard North High School & Evergreen Gym must be coordinated through the Park District with applicable fees as this space is not included in the fees paid to CSPD by CSPSC.
 - b. All outdoor usage at Glenbard North High School must be coordinated through the Park District and usage is included in the fees paid to CSPD by CSPSC.
 - c. CSPSC can work directly with CCSD93 & Spring Trail Schools for indoor space requests. These schools will follow their established priority usage guidelines.
 - d. Should CSPSC choose to hold a practice(s) outside of Carol Stream schools, (all CCSD93 schools including Jay Stream and Stratford, Glenbard North, Evergreen, Spring Trail), they are not required to coordinate through the Park District but that usage would not reduce the per player fee of this agreement.
8. The CSPSC is solely responsible for providing supervision and security services, as needed, for any and all CSPSC activities.
9. The Park District does not assume any responsibility, care, custody, or control of any CSPSC property or equipment brought upon or stored upon Park District property. The CSPSC is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
10. The CSPSC shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
11. The use of Park District meeting rooms is based on availability. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, tournaments, etc.) require approval and 30 days advance notice.
 - b. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than

that will be rented at a discount rate on an individual basis **if available at no cost to CSPSC.**

- c. Should CSPSC wish to use space when the facility is closed, they will need to pay all applicable fees and charges.

12. Park District will provide the safe athletic field space for outdoor soccer practice and games at Park District property as well as school district property upon approval of the school district for the **preapproved usage needs.**

13. Soccer practice space will be provided at:

- a. CSPD soccer field locations pending availability, based on the field rotation schedule, **and Park District programs including outside rentals,** beginning July 2023 thru June 2024 from 5pm to **10pm** on weekdays, and 9am to 9pm on Saturdays and 9am – 7pm on Sundays.
- b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays, pending field availability.
- c. All field lights at Glenbard North High School must be turned off by **10pm** on weeknights.
- d. **CSPD Practice Fields will be lined once at the start of each soccer season and CSPSC must maintain field paint with approved product for the remainder of their season.**
- e. **CSPD will provide functional and proper equipment at practice fields that pertain to goals and nets.**

14. Game Space will be provided at:

- a. CSPD game fields from 9am – 7pm on weekends pending field availability once Park District programming is complete.
- b. GNHS on Saturdays and on Sunday's pending field availability once Park District programming is complete.
- c. All field lights at GNHS must be turned off by 9:30pm on Saturday night and 7:30pm on Sunday night. Light usage may exceed current times with approval from the Park District.
- d. Please note that when GNHS is participating in the IHSA playoffs, those games/meets will take priority and may require the rescheduling of CSPSC games in order to accommodate the GNHS games.

- e. All game fields will be lined at the start of each season and maintained by Park District staff.

15. CSPSC shall be responsible for damages to fields used when deemed NOT playable by the Park District.

- a. CSPSC shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
- b. The cost of the damages will be determined by the Park District. Once determined, CSPSC will be invoiced.

III. Rental/Usage Fee

1. CSPSC will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSPSC's use of fields, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to CSPSC. The per player fee for Fall 2023 season is \$60.80 and for the Spring 2024 season is \$62.62. The affiliate reimbursement fee does not include the following:

- a. Portable toilets not scheduled for Park District properties.
- b. Services or supplies in excess of the standards previously established.
- c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
- d. Processing criminal background checks.
- e. Damage to fields, facilities, or equipment.
- f. Additional projects, such as camps, clinics and tournaments.
- g. CSPSC will be provided playable fields for tournaments at a discounted rate.

2. CSPSC shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.

- a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.
- b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining %

of residents per team, those participants are still subject to the non-resident fee.

3. CSPSC will be invoiced for the following:

- a. Seasonal affiliate fee.
- b. Tournament rental fees.
- c. Park District attendant required at sporting events outside the regular season. Events included but not limited to:

a. Any use of Glenbard North High School and Evergreen School facilities including games and practices during the off season.

b. Tournaments.

4. If any invoice received by CSPSC is not paid within 30 days of the date of the Park District invoice, CSPSC may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

IV. Advertisement

The Park District will provide the CSPSC with space in their seasonal program guide and website to advertise standard program information. The CSPSC is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSPSC website will also be included on the Park District website.

CSPSC may also request that information be displayed on the Park District's outdoor marquee boards and indoor bulletin boards.

V. Insurance and Indemnification

The CSPSC 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 CSPSC activities:

1. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured

contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

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

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the CSPSC 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.

3. Workers Compensation Insurance

If applicable, the CSPSC 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.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the CSPSC 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 CSPSC's use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the CSPSC 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 CSPSC's obligation to maintain such insurance.

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

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

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

b. 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.

c. Cross-Liability Coverage

If the CSPSC 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.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the CSPSC 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.

6. Indemnification

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

VI. Other

- a. CSPSC is responsible for following the Park District's severe weather protocol – see attached policy and visit <https://www.csparks.org/about-us/> Lightning Detection tab.
- b. CSPSC is responsible for ensuring that soccer goals are securely anchored before all games and practices.
 - i. CSPD will offer training to CSPSC on Zach's Law and the proper anchoring of goals. CSPD will provide a training document from PDRMA to CSPSC.
- c. CSPSC has ability to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.
- d. CSPSC must maintain the mesh fencing at Red Hawk Park and the Home of the Panthers sign to ensure it is in acceptable conditions throughout its duration. CSPD will complete the initial install of the mesh fencing.

VII. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right

or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

VIII. Probation, Dissolution

- A. If CSPSC fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSPSC may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 - 1. If CSPSC is placed on probation, they will be notified of the reason by registered mail. CSPSC will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSPSC makes the necessary correction(s), CSPSC will be removed from probation. If CSPSC does not make the necessary correction(s), CSPSC will remain on probation and be in jeopardy of losing its affiliate status.
 - 2. If CSPD decides to revoke the status of CSPSC, a written report outlining the reason(s) will be sent to CSPSC by registered mail. This action will not become effective for a minimum of thirty (30) days, or another period of time that may be specified, from the written date of notification, during which time the affiliate organization may make the necessary corrections to the CSPD's satisfaction.
- B. If CSPSC, for any reason, ceases to exist as a not-for-profit organization, all funds, supplies and equipment shall be deeded to the CSPD.

IX. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on **June 30, 2024**. The agreement will be renewed on annual basis for a period of one year providing that CSPSC is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSPSC or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the CSPSC has breached any of its obligations under this Agreement.

CSPSC may terminate this agreement by **providing a minimum of 45 days written notice within** the completion of the current season.

- c. The CSPSC will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the CSPSC by the Park District

shall be promptly reimbursed. This responsibility will survive the termination of this agreement.

d. The Agreement may also be amended by the written approval of both Parties.

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

Authorized Signature of CSPSC

Authorized Signature of Carol Stream
Park District

Date

Date

Carol Stream Panther Soccer Club

Affiliate Agreement

Memorandum of Understanding

July 2023 – June 2024

PURPOSE

The Carol Stream 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 with autonomous 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 Carol Stream Panther Soccer Club (hereafter “**CSPSC**”). 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. In addition to the criteria included in the Park District’s Policy Guidelines on Youth Recreational Organizations, CSPSC agrees to follow the following guidelines:

I. Criteria and Conditions

1. The CSPSC shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSPSC shall conduct its own financial business and be financially self-supporting. CSPSC shall not be underwritten by Park District public funds.

3. The CSPSC shall have its own volunteer governing board all whom must live within the Park District boundaries 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 that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSPSC must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (**CCSD93**) and Benjamin School District 25 (**BSD25**) will be counted as residents.
 - c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. Provide copies of the IRS and State tax forms that must be filed annually to maintain the organization's 501(C) 3 status or other financial documents (bank statements, etc.) as requested by the Park District. Financial documents should be submitted within three months of the conclusion of CSPSC's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSPSC must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third party partners. The Park District must approve all potential large sponsor partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. 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. All fundraising activities must also be done in full compliance of the laws governing such activities.
 - a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
5. The CSPSC must have a Code of Conduct in place that is provided to and followed by administrators (board members), players, coaches, and parents at all times. A copy shall be provided to the Park District annually.
6. The CSPSC shall provide a list of officers and participants, including addresses and telephone numbers following CSPSC's annual elections and when changes occur.
7. Copies of the organizations meeting minutes must be submitted to the Park District no later than fifteen days following any meeting.

8. The CSPSC shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District to be the official liaisons for all official communication with the Park District including but not limited to field and facility assignments. One of the liaisons must be the league President.
9. The CSPSC agrees and understands that neither the CSPSC nor its officials, officers, members, employees or volunteers (collectively "CSPSC") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The CSPSC 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 CSPSC activity will be the CSPSC's sole responsibility and not the Park District's. Also, it is understood that the CSPSC 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 CSPSC will be solely responsible for its own actions. The Park District will in no way defend the CSPSC in matters of liability.
10. The CSPSC 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 investigations 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.
11. The CSPSC shall not represent itself or members of the CSPSC as employees, volunteers, or agents of the Park District.
12. The CSPSC or members of the CSPSC will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. All fees, charges, monies, and expenditures shall be handled by the CSPSC 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.
14. Costs for maintenance of equipment and/or facilities will be charged to the CSPSC. CSPSC shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSPSC 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 CSPSC activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSPSC 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.

17. The CSPSC 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 or handle cash. The CSPSC is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSPSC may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSPSC will be invoiced for the cost of completing the background check.
18. The CSPSC agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSPSC understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSPSC position and/or activity and that the Park District is not responsible for any hiring or retention decision.
20. Registration for membership/tryouts must not exclude qualified residents of the Park District.
21. The CSPSC 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 CSPSC shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSPSC shall abide by all Park District rules and regulations including, but not limited to, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.

II. Facility/Field Use

1. Requests shall be made in writing at least two months in advance, prior to season, to insure field availability for the upcoming season based on anticipated number of teams and field sizes anticipated. Park District programs; in-house, rentals, and other operations that support Park District business, take precedence. Requests must be specific and include, but not limited to.

- a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, meetings, et al.
 - b. Field and sizes desired.
 - c. Days and times.
 - d. CSPD fields are multi-use and field space is limited. Enrollment and usage needs must be discussed and approved prior to season.
 - e. If CSPSC's usage is larger than the Park District resources available; CSPSC must seek space elsewhere at no reduction in the current affiliate fee.
 - i. If a team is not fully accommodated, then are not provided field space for game and/or practices. These teams will not be counted when calculating the cost of the per/player affiliate fee. Field Space may be rented based on availability for the current rental fee.
 - ii. CSPSC is responsible for ensuring that the non-accommodated teams follow the rental procedures for games and/or practices and any violation would be the responsibly of CSPSC.
2. Times must follow the time slots used by the Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.
 - a. Proposed schedules (practices and games) for the season must be submitted at least two weeks prior to the first day of intended use.
 - b. Any requested space outside of normal scheduled timeslots are available upon request and availability.
 3. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
 4. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other uncontrollable conditions.
 5. It is the sole responsibility of the CSPSC to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
 - a. Park District will offer training to CSPSC on proper field conditions.
 - b. An alternate field space will be provided if available or the Park District will work with CSPSC on rescheduling.

6. The CSPSC 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.
7. In order to coordinate scheduling and staffing needs of all outdoor space, CSPSC must request the use of the school's grass or turf fields through the CSPD staff during the Soccer Season.
 - a. All indoor usage at Glenbard North High School & Evergreen Gym must be coordinated through the Park District with applicable fees as this space is not included in the fees paid to CSPD by CSPSC.
 - b. All outdoor usage at Glenbard North High School must be coordinated through the Park District and usage is included in the fees paid to CSPD by CSPSC.
 - c. CSPSC can work directly with CCSD93 & Spring Trail Schools for indoor space requests. These schools will follow their established priority usage guidelines.
 - d. Should CSPSC choose to hold a practice(s) outside of Carol Stream schools, (all CCSD93 schools including Jay Stream and Stratford, Glenbard North, Evergreen, Spring Trail), they are not required to coordinate through the Park District but that usage would not reduce the per player fee of this agreement.
8. The CSPSC is solely responsible for providing supervision and security services, as needed, for any and all CSPSC activities.
9. The Park District does not assume any responsibility, care, custody, or control of any CSPSC property or equipment brought upon or stored upon Park District property. The CSPSC is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
10. The CSPSC shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
11. The use of Park District meeting rooms is based on availability. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, tournaments, etc.) require approval and 30 days advance notice.
 - b. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than

that will be rented at a discount rate on an individual basis if available at no cost to CSPSC.

- c. Should CSPSC wish to use space when the facility is closed, they will need to pay all applicable fees and charges.

12. Park District will provide the safe athletic field space for outdoor soccer practice and games at Park District property as well as school district property upon approval of the school district for the preapproved usage needs.

13. Soccer practice space will be provided at:

- a. CSPD soccer field locations pending availability, based on the field rotation schedule, and Park District programs including outside rentals, beginning July 2023 thru June 2024 from 5pm to 10pm on weekdays, and 9am to 9pm on Saturdays, and 9am – 7pm on Sundays.
- b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays, pending field availability.
- c. All field lights at Glenbard North High School must be turned off by 10:00pm on weeknights.
- d. CSPD Practice Fields will be lined once at the start of each soccer season and CSPSC must maintain field paint with approved product for the remainder of their season.
- e. CSPD will provide functional and proper equipment at practice fields that pertain to goals and nets.

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- a. CSPD game fields from 9am – 7pm on weekends pending field availability once Park District programming is complete.
- b. GNHS on Saturdays and on Sunday's pending field availability once Park District programming is complete.
- c. All field lights at GNHS must be turned off by 9:30pm on Saturday night and 7:30pm on Sunday night. Light usage may exceed current times with approval from the Park District.
- d. Please note that when GNHS is participating in the IHSA playoffs, those games/meets will take priority and may require the rescheduling of CSPSC games in order to accommodate the GNHS games.

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- a. CSPSC shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
 - b. The cost of the damages will be determined by the Park District. Once determined, CSPSC will be invoiced.

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1. CSPSC will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSPSC's use of fields, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to CSPSC. The per player fee for Fall 2023 season is \$60.80 and for the Spring 2024 season is \$62.62. The affiliate reimbursement fee does not include the following:
 - a. Portable toilets not scheduled for Park District properties.
 - b. Services or supplies in excess of the standards previously established.
 - c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
 - d. Processing criminal background checks.
 - e. Damage to fields, facilities, or equipment.
 - f. Additional projects, such as camps, clinics and tournaments.
 - g. CSPSC will be provided playable fields for tournaments at a discounted rate.
2. CSPSC shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.
 - a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.
 - b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining %

of residents per team, those participants are still subject to the non-resident fee.

3. CSPSC will be invoiced for the following:
 - a. Seasonal affiliate fee.
 - b. Tournament rental fees.
 - c. Park District attendant required at sporting events outside the regular season. Events included but not limited to:
 - a. Any use of Glenbard North High School and Evergreen School facilities including games and practices during the off season.
 - b. Tournaments.
4. If any invoice received by CSPSC is not paid within 30 days of the date of the Park District invoice, CSPSC may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

IV. Advertisement

The Park District will provide the CSPSC with space in their seasonal program guide and website to advertise standard program information. The CSPSC is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSPSC website will also be included on the Park District website.

CSPSC may also request that information be displayed on the Park District's outdoor marquee boards and indoor bulletin boards.

V. Insurance and Indemnification

The CSPSC 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 CSPSC activities:

1. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (**ISO**) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured

contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

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

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the CSPSC 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.

3. Workers Compensation Insurance

If applicable, the CSPSC 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.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the CSPSC 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 CSPSC's use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the CSPSC 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 CSPSC's obligation to maintain such insurance.

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

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

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

b. 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.

c. Cross-Liability Coverage

If the CSPSC 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.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the CSPSC 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.

6. Indemnification

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

VI. Other

- a. CSPSC is responsible for following the Park District's severe weather protocol – see attached policy and visit <https://www.csparks.org/about-us/> Lightning Detection tab.
- b. CSPSC is responsible for ensuring that soccer goals are securely anchored before all games and practices.
 - i. CSPD will offer training to CSPSC on Zach's Law and the proper anchoring of goals. CSPD will provide a training document from PDRMA to CSPSC.
- c. CSPSC has ability to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.
- d. CSPSC must maintain the mesh fencing at Red Hawk Park and the Home of the Panthers sign to ensure it is in acceptable conditions throughout its duration. CSPD will complete the initial install of the mesh fencing.

VII. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right

or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

VIII. Probation, Dissolution

- A. If CSPSC fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSPSC may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 - 1. If CSPSC is placed on probation, they will be notified of the reason by registered mail. CSPSC will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSPSC makes the necessary correction(s), CSPSC will be removed from probation. If CSPSC does not make the necessary correction(s), CSPSC will remain on probation and be in jeopardy of losing its affiliate status.
 - 2. If CSPD decides to revoke the status of CSPSC, a written report outlining the reason(s) will be sent to CSPSC by registered mail. This action will not become effective for a minimum of thirty (30) days, or another period of time that may be specified, from the written date of notification, during which time the affiliate organization may make the necessary corrections to the CSPD's satisfaction.
- B. If CSPSC, for any reason, ceases to exist as a not-for-profit organization, all funds, supplies and equipment shall be deeded to the CSPD.

IX. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on June 30, 2024. The agreement will be renewed on annual basis for a period of one year providing that CSPSC is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSPSC or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the CSPSC has breached any of its obligations under this Agreement.

CSPSC may terminate this agreement by providing a minimum of 45 days written notice within the completion of the current season.

- c. The CSPSC will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the CSPSC by the Park District

shall be promptly reimbursed. This responsibility will survive the termination of this agreement.

d. The Agreement may also be amended by the written approval of both Parties.

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

Anthony Del Preto
Authorized Signature of CSPSC

Authorized Signature of Carol Stream
Park District

7/5/2023
Date

Date

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: July 10, 2023
Approval: Affiliate Agreement with Carol Stream Youth
Travel Basketball Association **Agenda Item # 7D**

Issue

Should the Board approve the 2023-2024 affiliate agreement with the Carol Stream Youth Travel Basketball Association.

Background/Reasoning

- This new agreement would cover the 2023-2024 season for CSYTBA.
- CSYTBA is in compliance with the terms of the agreement and is considered to be in good standing with the District.
- At the June 22, 2015 Park Board of Commissioners meeting, the board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.

Supporting Documents

- Carol Stream Youth Travel Basketball Association (CSYTBA) Agreement.
 - CSYTBA Agreement has been updated to include some additional PDRMA requirements and to clarify facility needs for both entities. All updates to this current agreement are highlighted in yellow for easier reference.

Cost

The affiliate fees paid to the District are budgeted in GL # 20-4-60-00-480-641.

Public/Customer Impact

The affiliate group provides an opportunity for youth that wish to participate in a more competitive basketball program than the District currently offers as part of our in-house league.

Recommendation

That the Board approve the 2023-2024 affiliate agreement with the Carol Stream Youth Travel Basketball Association.



Carol Stream Youth Travel Basketball Association Affiliate Agreement

Memorandum of Understanding

September 2023 – August 2024

PURPOSE

The Carol Stream 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 with autonomous 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 Carol Stream Youth Travel Basketball Association (hereafter “**CSYTBA**”). 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. In addition to the criteria included in the Park District’s Policy Guidelines on Youth Recreational Organizations, CSYTBA agrees to follow the following guidelines:

I. **Criteria and Conditions**

1. The CSYTBA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSYTBA shall conduct its own financial business and be financially self-supporting. CSYTBA shall not be underwritten by Park District public funds.

3. The CSYTBA shall have its own volunteer governing board all whom must live within the Park District boundaries 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 that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSYTBA must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (CCSD93) and Benjamin School D25 (BSD25) will be counted as residents.
 - c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. Provide copies of the IRS and State tax forms that must be filed annually to maintain the organization's 501(C) 3 status or other financial documents (bank statements, etc.) as requested by the Park District. Financial documents should be submitted within three months of the conclusion of CSYTBA's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSYTBA must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor large partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. 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. All fundraising activities must also be done in full compliance of the laws governing such activities.
 - a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
5. The CSYTBA must have a Code of Conduct in place that is provided to and followed by administrators (board members), players, coaches, and parents at all times. A copy shall be provided to the Park District annually.
6. The CSYTBA shall provide a list of officers and participants, including addresses and telephone numbers following CSYTBA's annual elections and when changes occur.

7. Copies of the organizations meeting minutes must be submitted to the Park District no later than fifteen days following any meeting.
8. The CSYTBA shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District to be the official liaisons for all official communication with the Park District including but not limited to court and facility assignments. One of the liaisons must be the league President.
9. The CSYTBA agrees and understands that neither the CSYTBA nor its officials, officers, members, employees or volunteers (collectively "CSYTBA") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The CSYTBA 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 CSYTBA activity will be the CSYTBA's sole responsibility and not the Park District's. Also, it is understood that the CSYTBA 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 CSYTBA will be solely responsible for its own actions. The Park District will in no way defend the CSYTBA in matters of liability.
10. The CSYTBA 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 investigations 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.
11. The CSYTBA shall not represent itself or members of the CSYTBA as employees, volunteers, or agents of the Park District.
12. The CSYTBA or members of the CSYTBA will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. All fees, charges, monies, and expenditures shall be handled by the CSYTBA 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.
14. Costs for maintenance of equipment and/or facilities will be charged to the CSYTBA. CSYTBA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.

15. The CSYTBA 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 CSYTBA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSYTBA 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.
17. The CSYTBA 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 or handle cash. The CSYTBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSYTBA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSYTBA will be invoiced for the cost of completing the background check.
18. The CSYTBA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSYTBA understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSYTBA position and/or activity and that the Park District is not responsible for any hiring or retention decision.
20. Registration for membership/tryouts must not exclude qualified residents of the Park District.
21. The CSYTBA 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 CSYTBA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSYTBA shall abide by all Park District rules and regulations including, but not limited to, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.

II. Facility/Court Use

1. Requests shall be made in writing at least three months in advance, prior to tryouts, to insure facility availability for the upcoming season based on anticipated number of teams and number of courts anticipated. Park District programs; in-house, rentals, and other operations that support Park District business, take precedence. Requests must be specific and include, but not limited to:
 - a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.
 - b. Court locations and sizes desired.
 - c. Days and times.
 - d. CSPD facilities are multi-use and facility space is limited. Enrollment and usage needs must be discussed and approved prior to tryouts.
 - e. If CSYTBA's usage is larger than the Park District resources available; CSYTBA must seek space elsewhere at no reduction in the current affiliate fee.

Times must follow the time slots used by the Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.

- a. Proposed schedules (practice and game) for the season must be submitted at least two weeks prior to the first day of intended use.
2. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
3. The Park District reserves the right to schedule any and all game courts, practice courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
4. It is the sole responsibility of the CSYTBA to determine whether any facility, court, or location is safe, suitable, and/or appropriate for any intended use.
5. The CSYTBA shall inspect each facility, court, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (broken equipment, etc.) to the Park District.
 - a. In order to coordinate scheduling and staffing needs, CSYTBA must request the use of any School District facilities through the CSPD staff.

6. The CSYTBA is solely responsible for providing supervision and security services, as needed, for any and all CSYTBA activities.
7. The Park District does not assume any responsibility, care, custody, or control of any CSYTBA property or equipment brought upon or stored upon Park District property. The CSYTBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
8. The CSYTBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
9. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.
10. Park District will provide safe and adequate athletic court space for basketball practice and games at Park District property as well as school district property upon approval of the school district.
11. Basketball practice space will be provided at:
 - a. Fall/Winter Season: Carol Stream Park District and school district sites beginning **September 1, 2023 – March 31, 2024** from 6:00pm to 9:30pm weekdays and 9 am to 9 pm on weekends.
 - b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending court availability) from 6:00 – 9:30 pm.
 - c. Summer season: Carol Stream Park District sites beginning **June 1, 2024 – July 31, 2024** from 6:00pm to 9:30pm weekdays.
12. Game Space will be provided at:
 - a. Park District sites as well as GNHS from 8:00am – 7:00pm. on weekends pending gym availability once Park District programming is complete.
 - b. Please note that when GNHS is participating in the IHSA playoffs, those games will take priority and may require the rescheduling of CSYTBA games in order to accommodate the GNHS games.
 - c. CSYTBA may utilize the scoreboard at GNHS for games only.

13. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than that will be rented at a discount rate on an individual basis. Should CSYTBA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
14. CSYTBA shall be responsible for damages to courts used when deemed NOT playable by the Park District.
 - a. CSYTBA shall be responsible for damage to courts, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
 - b. The cost of the damages will be determined by the Park District. Once determined, the CSYTBA will be invoiced.

III. Rental/Usage Fee

1. CSYTBA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSYTBA's use of courts, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to CSYTBA. **The per player fee for fall/winter 2023-2024 will be \$53.90, and summer 2024 will be \$28.40.** The affiliate reimbursement fee does not include the following:
 - a. Portable toilets not scheduled for Park District properties.
 - b. Services or supplies in excess of the standards previously established.
 - c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
 - d. Processing criminal background checks.
 - e. Damage to courts, facilities, or equipment.
 - f. Additional projects, such as camps, clinics and tournaments.
2. CSYTBA shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.
 - a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.

- b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining % of residents per team, those participants are still subject to the non-resident fee.
- 3. CSYTBA will be invoiced for the following:
 - a. Seasonal affiliate fee.
 - b. Camp and tournament rental fees.
 - c. Park District attendant required at sporting events outside the regular season. Events included but not limited to:
 - a. Any use of school facilities including games, camps and practices during the off season.
 - b. Tournaments.
- 4. If any invoice received by CSYTBA is not paid within 30 days of the date of the Park District invoice, CSYTBA may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

IV. Advertisement

The Park District will provide the CSYTBA with space in their seasonal program guide and website to advertise standard program information. The CSYTBA is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSYTBA website will also be included on the Park District website.

CSYTBA may also request that information be displayed on the Park District's outdoor marquee boards and indoor bulletin boards.

V. Insurance and Indemnification

The CSYTBA 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 CSYTBA activities:

1. Commercial General and Umbrella Liability Insurance

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

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

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

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the CSYTBA 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.

3. Workers Compensation Insurance

If applicable, the CSYTBA 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.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the CSYTBA 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 CSYTBA's use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the CSYTBA 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 CSYTBA's obligation to maintain such insurance.

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

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

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

b. 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.

c. Cross-Liability Coverage

If the CSYTBA 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.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the CSYTBA 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.

6. Indemnification

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

VI. Other

- a. CSYTBA has ability to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.

VII. No Third Party Beneficiary

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

VIII. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on **August 31, 2024**. The agreement will be renewed on annual basis for a period of one year providing that CSYTBA is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSYTBA or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the CSYTBA has breached any of its obligations under this Agreement.

The CSPD and/or CSYTBA may terminate this agreement by providing a minimum of 45 days written notice.

- c. The CSYTBA will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the CSYTBA by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

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

Authorized Signature of CSYTBA

Authorized Signature of Carol Stream
Park District

Date

Date



Carol Stream Youth Travel Basketball Association Affiliate Agreement

**Memorandum of Understanding
September 2023 – August 2024**

PURPOSE

The Carol Stream 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 with autonomous 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 Carol Stream Youth Travel Basketball Association (hereafter "**CSYTBA**"). 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. In addition to the criteria included in the Park District's Policy Guidelines on Youth Recreational Organizations, CSYTBA agrees to follow the following guidelines:

I. Criteria and Conditions

1. The CSYTBA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSYTBA shall conduct its own financial business and be financially self-supporting. CSYTBA shall not be underwritten by Park District public funds.

3. The CSYTBA shall have its own volunteer governing board all whom must live within the Park District boundaries 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 that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSYTBA must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (CCSD93) and Benjamin School D25 (BSD25) will be counted as residents.
 - c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. Provide copies of the IRS and State tax forms that must be filed annually to maintain the organization's 501(C) 3 status or other financial documents (bank statements, etc.) as requested by the Park District. Financial documents should be submitted within three months of the conclusion of CSYTBA's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSYTBA must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor large partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. 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. All fundraising activities must also be done in full compliance of the laws governing such activities.
 - a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
5. The CSYTBA must have a Code of Conduct in place that is provided to and followed by administrators (board members), players, coaches, and parents at all times. A copy shall be provided to the Park District annually.
6. The CSYTBA shall provide a list of officers and participants, including addresses and telephone numbers following CSYTBA's annual elections and when changes occur.

7. Copies of the organizations meeting minutes must be submitted to the Park District no later than fifteen days following any meeting.
8. The CSYTBA shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District to be the official liaisons for all official communication with the Park District including but not limited to court and facility assignments. One of the liaisons must be the league President.
9. The CSYTBA agrees and understands that neither the CSYTBA nor its officials, officers, members, employees or volunteers (collectively "CSYTBA") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The CSYTBA 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 CSYTBA activity will be the CSYTBA's sole responsibility and not the Park District's. Also, it is understood that the CSYTBA 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 CSYTBA will be solely responsible for its own actions. The Park District will in no way defend the CSYTBA in matters of liability.
10. The CSYTBA 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 investigations 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.
11. The CSYTBA shall not represent itself or members of the CSYTBA as employees, volunteers, or agents of the Park District.
12. The CSYTBA or members of the CSYTBA will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. All fees, charges, monies, and expenditures shall be handled by the CSYTBA 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.
14. Costs for maintenance of equipment and/or facilities will be charged to the CSYTBA. CSYTBA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.

15. The CSYTBA 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 CSYTBA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSYTBA 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.
17. The CSYTBA 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 or handle cash. The CSYTBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSYTBA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSYTBA will be invoiced for the cost of completing the background check.
18. The CSYTBA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSYTBA understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSYTBA position and/or activity and that the Park District is not responsible for any hiring or retention decision.
20. Registration for membership/tryouts must not exclude qualified residents of the Park District.
21. The CSYTBA 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 CSYTBA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSYTBA shall abide by all Park District rules and regulations including, but not limited to, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.

II. Facility/Court Use

1. Requests shall be made in writing at least three months in advance, prior to tryouts, to insure facility availability for the upcoming season based on anticipated number of teams and number of courts anticipated. Park District programs; in-house, rentals, and other operations that support Park District business, take precedence. Requests must be specific and include, but not limited to:
 - a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.
 - b. Court locations and sizes desired.
 - c. Days and times.
 - d. CSPD facilities are multi-use and facility space is limited. Enrollment and usage needs must be discussed and approved prior to tryouts.
 - e. If CSYTBA's usage is larger than the Park District resources available; CSYTBA must seek space elsewhere at no reduction in the current affiliate fee.

Times must follow the time slots used by the Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.

- a. Proposed schedules (practice and game) for the season must be submitted at least two weeks prior to the first day of intended use.
2. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
3. The Park District reserves the right to schedule any and all game courts, practice courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
4. It is the sole responsibility of the CSYTBA to determine whether any facility, court, or location is safe, suitable, and/or appropriate for any intended use.
5. The CSYTBA shall inspect each facility, court, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (broken equipment, etc.) to the Park District.
 - a. In order to coordinate scheduling and staffing needs, CSYTBA must request the use of any School District facilities through the CSPD staff.

6. The CSYTBA is solely responsible for providing supervision and security services, as needed, for any and all CSYTBA activities.
7. The Park District does not assume any responsibility, care, custody, or control of any CSYTBA property or equipment brought upon or stored upon Park District property. The CSYTBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
8. The CSYTBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
9. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.
10. Park District will provide safe and adequate athletic court space for basketball practice and games at Park District property as well as school district property upon approval of the school district.
11. Basketball practice space will be provided at:
 - a. Fall/Winter Season: Carol Stream Park District and school district sites beginning September 1, 2023 – March 31, 2024 from 6:00 pm to 9:30 pm weekdays and 9 am to 9 pm on weekends.
 - b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending court availability) from 6:00 – 9:30 pm.
 - c. Summer season: Carol Stream Park District sites beginning June 1, 2024 – July 31, 2024 from 6:00 pm to 9:30 pm weekdays.
12. Game Space will be provided at:
 - a. Park District sites as well as GNHS from 8:00 am – 7:00 pm. on weekends pending gym availability once Park District programming is complete.
 - b. Please note that when GNHS is participating in the IHSA playoffs, those games will take priority and may require the rescheduling of CSYTBA games in order to accommodate the GNHS games.
 - c. CSYTBA may utilize the scoreboard at GNHS for games only.

13. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than that will be rented at a discount rate on an individual basis. Should CSYTBA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
14. CSYTBA shall be responsible for damages to courts used when deemed NOT playable by the Park District.
 - a. CSYTBA shall be responsible for damage to courts, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
 - b. The cost of the damages will be determined by the Park District. Once determined, the CSYTBA will be invoiced.

III. Rental/Usage Fee

1. CSYTBA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSYTBA's use of courts, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to CSYTBA. The per player fee for fall/winter 2023-2024 will be \$53.90, and summer 2024 will be \$28.40. The affiliate reimbursement fee does not include the following:
 - a. Portable toilets not scheduled for Park District properties.
 - b. Services or supplies in excess of the standards previously established.
 - c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
 - d. Processing criminal background checks.
 - e. Damage to courts, facilities, or equipment.
 - f. Additional projects, such as camps, clinics and tournaments.
2. CSYTBA shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.
 - a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.

- b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining % of residents per team, those participants are still subject to the non-resident fee.
3. CSYTBA will be invoiced for the following:
 - a. Seasonal affiliate fee.
 - b. Camp and tournament rental fees.
 - c. Park District attendant required at sporting events outside the regular season. Events included but not limited to:
 - a. Any use of school facilities including games, camps and practices during the off season.
 - b. Tournaments.
4. If any invoice received by CSYTBA is not paid within 30 days of the date of the Park District invoice, CSYTBA may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

IV. Advertisement

The Park District will provide the CSYTBA with space in their seasonal program guide and website to advertise standard program information. The CSYTBA is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSYTBA website will also be included on the Park District website.

CSYTBA may also request that information be displayed on the Park District's outdoor marquee boards and indoor bulletin boards.

V. Insurance and Indemnification

The CSYTBA 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 CSYTBA activities:

1. **Commercial General and Umbrella Liability Insurance**

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

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

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

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the CSYTBA 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.

3. Workers Compensation Insurance

If applicable, the CSYTBA 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.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the CSYTBA 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 CSYTBA's use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the CSYTBA 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 CSYTBA's obligation to maintain such insurance.

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

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

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

b. 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.

c. Cross-Liability Coverage

If the CSYTBA 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.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the CSYTBA 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.

6. Indemnification

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

VI. Other

- a. CSYTBA has ability to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.

VII. No Third Party Beneficiary

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

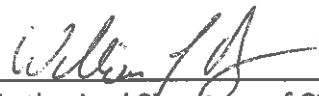
VIII. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on August 31, 2024. The agreement will be renewed on annual basis for a period of one year providing that CSYTBA is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSYTBA or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the CSYTBA has breached any of its obligations under this Agreement.

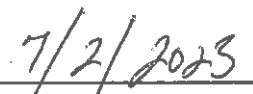
The CSPD and/or CSYTBA may terminate this agreement by providing a minimum of 45 days written notice.

- c. The CSYTBA will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the CSYTBA by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

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



Authorized Signature of CSYTBA



Date

Authorized Signature of Carol Stream
Park District

Date