



Board of Commissioners
Regular Business Meeting
Zoom Meeting

January 25, 2021
7:00pm

Please Note: Due to Governor Pritzker Executive Order 2020-73 in response to COVID, the Carol Stream Park District will be using Zoom conferencing to conduct the Board of Commissioners Meeting on January 25, 2021 at 7:00 p.m. The public is invited to attend the Meeting and instructions are provided below. The use of Zoom video conference is permitted by the Gubernatorial Disaster Proclamation in response to COVID (Executive Order 5) exempting the requirements of the Open Meetings Act for the physical presence of the Commissioners at the meeting and permitting Commissioner attendance by video, audio, or telephone access.

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Listening Post**
- 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 of Regular Minutes: January 11, 2021
- 6. Discussion Items**
 - A. Meet Us At The Park
 - B. Capital Funding
 - C. Weekly Happenings (oral)
- 7. Action Items**
 - A. Affiliate Agreement with Carol Stream Panther Soccer Association (CSPSA)
 - B. Affiliate Agreement Carol Stream Youth Softball & Baseball Association (CSYSBA)
 - C. Affiliate Agreement Carol Stream Youth Football Association (CSYFA)
- 8. Closed Session**
- 9. Action pertaining to closed session**
- 10. Adjournment**

Board of Commissioners
Regular Business Meeting
ZOOM MEETING

Public Participation Instructions:

- Computer Access:

 - **Join Zoom Meeting**

 - <https://zoom.us/j/91567572731?pwd=THk0Y2dvUTVuNC8zREc3QzZUSzR2QT09>

Meeting ID: **915 6757 2731**

Passcode: **838175**

- Telephone Access: **Audio Participation for Chicago Region: Dial 1-312-626-6799, Meeting ID: 915 6757 2731**
- Android phone & table, IPad & iPhone: **Download the “Zoom Cloud Meeting” app through the Google Play Store or Apple App Store. Open the app on your device. Meeting ID: 915 6757 2731**
- Important: As you install the Zoom software, it will prompt you to enter your name. **Please be sure to use your legal name.** Any use of rude names will result in ejection from the meeting. Plan to join the meeting at least 5 minutes before its start; the host will electronically let you into the meeting.
- All meetings are recorded.
- **Public attendance: you will be able to hear and see the Board Meeting; all public attendees are muted and video is off.** If you wish to speak during “Listening Post” you may:
 - submit an email to jimr@csparks.org by 2:30 pm on 1/25/2021 to be read at the meeting by staff;
 - leave a voicemail message at 630-784-6150 by 2:30 pm on 1/25/2021; the message will be converted to a script and it will be read at the meeting by staff
 - submit a comment/question during the LISTENING POST portion of the meeting via the Zoom Meeting Chat feature.
 - All public comments are limited to a 3 minute maximum.



Board of Commissioners
Regular Meeting
January 11, 2021
7:00pm

Call to Order	Commissioner Gramann called the meeting to order at 7:00 pm.																
Roll Call/Pledge of Allegiance	Present: Commissioners Bird, DelPreto, Gramann, Jaszka, Jeffery, Powers and Sokolowski. Staff: Executive Director Reuter, Directors Bachewicz, Hamilton, Rini, Superintendents Scumaci and Quinn and Executive Assistant Greninger																
Public Hearing	<p>Budget and Appropriations Ordinance</p> <p>Commissioner DelPreto made a motion to move to Public Hearing at 7pm. Seconded by Commissioner Sokolowski.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner Del Preto: Aye</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 7-0-0</p> <p>Director Rini addressed the Board regarding the 2021 Budget of \$13,501,599 and the District’s plan for expenditures for the coming year. The Budget and Appropriation Ordinance was put on display on December 10, 2020 and a public hearing notice also appeared in the Daily Herald on December 30, 2020.</p> <p>Public Comment: None</p> <p>Commissioner Bird made a motion to adjourn from Public Hearing at 7:03 pm. Seconded by Commissioner Sokolowski.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner Del Preto: Aye</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 7-0-0</p>	Commissioner Del Preto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye		Commissioner Del Preto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
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Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye																
Commissioner Bird: Aye																	
Listening Post	Director Hamilton announced that we have formed a task force with staff from all departments of the park district to review the RFQs we issued for the Community Park consultant. We have narrowed it down to four and would like to schedule a Parks and Facilities Committee Meeting for the Board to interview the candidates.																
Changes to the	Commissioner Powers asked that Consent Item D. Approve Organizational Goals,																



Agenda	Organizational Chart and Wage Scale be removed from the Consent Agenda.																
Consent Agenda	<p>Commissioner Jaszka made a motion to accept the consent agenda as revised. Seconded by Commissioner Bird.</p> <ul style="list-style-type: none"> A. Approval of Finance Committee Meeting Minutes: December 14, 2020 B. Approval of Regular Board Meeting Minutes: December 14, 2020 C. Ratify December 2020 Bills <p>All in favor. Motion Passes.</p> <p>Commissioner Jeffery made a motion to approve the consent agenda as revised. Seconded by Commissioner DelPreto.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner Del Preto: Aye</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 7-0-0</p> <p>Commissioner Powers wanted to remove item D from the Consent Agenda because he thought it was part of the Budget and Appropriation Ordinance. Why is it on the Consent Agenda if we approve it under the Ordinance? Executive Director Reuter explained that we approve it separately for the Distinguished Agency and CAPRA record keeping. We can document it in the minutes as a separate item. Commissioner Gramann noted it is also best practice. Commissioner Powers made a motion to approve the 2021 Organizational Goals, Organizational Chart and Wage Scale. Seconded by Commissioner Sokolowski. Roll Call Vote:</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner Del Preto: Aye</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 7-0-0</p>	Commissioner Del Preto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye		Commissioner Del Preto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
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Discussion Items	<ul style="list-style-type: none"> A. Weekly Happenings (oral) <ul style="list-style-type: none"> • Director Hamilton asked if the Board would prefer a 5pm Parks and Facilities Committee Meeting before the next Board Meeting or a 6pm meeting in between Regular Board Meetings. The consensus was to hold it on an off Monday. It will be scheduled February 1 at 6pm. The four consultants are Hitchcock Design Group, White & Company. Planning Resources and GHA. • Commissioner Sokolowski wants to thank County Board Member Jim Zay for his vote to approve the COVID Expense Reimbursement. We received a check for \$53,789 to cover COVID related expenses. Executive Director 																



	<p>Reuter will personally thank him. We also have a Water Quality Grant application pending to help with the north Armstrong Park parking lot. Jim Zay sits on the Storm Water Committee.</p> <ul style="list-style-type: none"> • Commissioner DelPreto asked if we have new guidance from the Governor for changes in COVID restrictions. Executive Director Reuter said the announcement is expected next week. • Commissioner Bird wants to thank park district staff for the positive way we got through the holidays with safe and fun family activities. He heard many positive comments from village residents. • Commissioner Sokolowski described how he fell on his driveway after the last snow storm. The driveway was already cleared but he slipped and hit his head hard. It is slowly getting better. 								
Action Items	<p>A. No discussion. Commissioner Bird made a motion to adopt Ordinance No. 549, 2021 Budget and Appropriation Ordinance in the total amount of \$13,501,599 for the fiscal year January 1, 2021 to December 31, 2021. Seconded by Commissioner Jaszka.</p> <p>Roll Call Vote:</p> <table> <tr> <td>Commissioner Del Preto: Aye</td> <td>Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 7-0-0</p>	Commissioner Del Preto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
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Commissioner Jaszka: Aye	Commissioner Powers: Aye								
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye								
Commissioner Bird: Aye									
Closed Session	None								
Action Pertaining to Closed Session	None								
Adjournment	Commissioner Powers made a motion to adjourn the meeting. Seconded by Commissioner DelPreto. Voice Vote taken. Motion passed 7-0-0. Meeting adjourned at 7:30pm.								

 President
 Brenda Gramann

January 25, 2021
 Date

 Secretary
 Jim Reuter

To: Board of Commissioners
From: Jim Reuter, Executive Director
Date: January 25, 2021
Discussion: Meet us at the Park

Agenda Item #: 6A

Staff will begin planning the Meet us at the Park events for this coming summer.

- Which parks to visit this year?
 - We were going to visit Community Park and Slepicka in 2020
- Select the third Monday in June and August
 - June 21 and August 16 from 6-7 pm
- We will seek sponsors for refreshments

Staff is asking if this is the direction the Board has in mind for the summer 2021 events.

To: Board of Commissioners
From: Jim Reuter, Executive Director
Date: January 25, 2021
Discussion: Capital Funding

Agenda Item #: 6B

The Board approved the District to move forward with a refinancing of outstanding debt last August; it resulted in \$3.7M present value savings. At the time, there was some consideration given for the issuance of additional money in order to support unfunded capital projects.

As part of the 2021 Budget Presentation, the Board was provided an updated copy of the District's Capital Improvement Plan. That plan identified:

- Approximately \$772,923 in capital funds not yet assigned to a project
- An estimated list of suggested capital improvements totaling \$4,298,886 through 2025
- An estimated deficit of \$3,525,963 to complete capital projects for the next 5 years

The Board also provided staff with a list of priorities:

1. McCaslin Turf Field Replacement
2. Coral Cove Water Park (*Pool Analysis underway*)
3. Pathways
4. Playground Replacements
5. Fountain View Recreation Center Roof – Phase III
6. Community Park Improvements (*Master Plan to be completed*)
7. Heritage Lakes Retaining Wall
8. Elk Trail Recreation Center – Parking Lot and Cement
9. Parking Lot Maintenance

Staff is seeking direction from the Board for moving forward with options for issuing new money, and a formal presentation of options for:

- Issue new money
- Issue new money and restructure debt to smooth out spikes

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 25, 2021
Approval: Affiliate Agreement with Carol Stream
Panther Soccer Club

Agenda Item # 7A

Issue

Should the Board approve an affiliate agreement with the Carol Stream Panther Soccer Club (CSPSC) for 2021.

Background/Reasoning

- 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.
- This new agreement would cover both the 2021 Spring and Fall seasons for CSPSC.
- CSPSC is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

Carol Stream Panther Soccer Club (CSPSC) Agreement.

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 those youth that wish to participate in a more competitive soccer program than the District currently offers as part of our in-house league.

Recommendation

That the Board approve the 2021 affiliate agreement with the Carol Stream Panther Soccer Club.



Carol Stream Panther Soccer Club

Affiliate Agreement

Memorandum of Understanding

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 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.
 - d. 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 sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
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.
23. In response to the COVID19 pandemic the Park District will issue the most current DCEO Guidelines throughout the season as they change. CSYFA must abide by the protocols and guidelines in order to participate in their season. Failure to adhere to all guidelines will result in cancelation of the season.

II. Facility/Field Use

1. Requests shall be made in writing at least three months in advance to insure availability. Park District programs 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. Field or court locations and sizes desired.
 - c. Days and times.

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) 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 fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
4. 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.
5. 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.
 - a. In order to coordinate scheduling and staffing needs, CSPSC must request the use of any School District facilities through the CSPD staff.
6. The CSPSC is solely responsible for providing supervision and security services, as needed, for any and all CSPSC activities.
7. 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.

8. The CSPSC 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 field space for soccer practice and games at Park District property as well as school district property upon approval of the school district.
11. Soccer practice space will be provided at:
 - a. All CSPD soccer field locations pending availability based on the field rotation schedule beginning March 15 thru November 30, 2021 from 5 pm. to 8:30 pm. weekdays and 9 a.m. to 9 pm. on Saturdays and 9 a.m. – 7 pm. on Sundays.
 - b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending field availability) from 6 – 8 pm.
12. Game Space will be provided at:
 - a. CSPD game fields from 9 a.m. – 7 p.m. on weekends pending field availability once Park District programming is complete.
 - b. GNHS from 1 – 9 pm. on Saturdays and 9.am. – 7 pm. on Sunday's pending field availability once Park District programming is complete.
 - c. All field lights at GNHS must be turned off by 9:30 pm. on Saturday night and 7:30 pm. on Sunday night.
 - 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.
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 CSPSC wish to use space when the facility is closed, they will need to pay all applicable fees and charges.

14. 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 the spring 2021 season is \$57.31 and fall 2021 season is \$57.31. 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.
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 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.
- b. CSPSC 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. 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 December 31, 2021. 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.

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

- 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



SEVERE WEATHER WARNING PROCEDURES

The Carol Stream Park District has installed a lighting prediction system named Thorguard. This system is to help assess severe weather conditions. Neither the signal nor the system is intended to guarantee that conditions are safe.

The Thorguard Warning System (15 second horn blast) is designed to sound when a potentially dangerous weather situation is approaching.

In most cases, an 8 to 12 minute time frame will be provided to clear the area and seek shelter.

THE FOLLOWING ACTIONS MUST BE TAKEN IF THE WARNING SIGNAL SHOULD ACTIVATE:

All individuals should seek shelter in their vehicles and or a lightning protected building if their vehicle is not available. Individuals should avoid areas that are higher than the surrounding landscape. They should not use trees or picnic shelters for shelter, and they should keep away from metal objects such as bicycles, umbrellas, etc.

If the all clear signal (3 short horn blasts) sounds, resume activity.

If the all clear signal does not sound after 20 minutes, cancel the activity.

**INDIVIDUALS NOT OBEYING THE WARNING SIGNAL DO SO AT THEIR OWN RISK.
SERIOUS INJURY OR DEATH MAY RESULT!**

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 25, 2021
Approval: Affiliate Agreement with Carol Stream
Travel Softball and Baseball Association **Agenda Item # 7B**

Issue

Should the Board approve an affiliate agreement with the Carol Stream Travel Softball and Baseball Association (CSTSBA) for 2021.

Background/Reasoning

- 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.
- This new agreement would cover the 2021 season for CSTSBA.
- CSTSBA is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

Carol Stream Travel Softball and Baseball Association (CSTSBA) Agreement.

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 softball and baseball program than the District currently offers as part of our in-house league.

Recommendation

That the Board approve the 2021 affiliate agreement with the Carol Stream Travel Softball and Baseball Association.



Carol Stream Travel Softball and Baseball Association

Affiliate Agreement

Memorandum of Understanding

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 Travel Softball and Baseball Association (hereafter “**CSTSBA**”). 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, CSTSBA agrees to follow the following guidelines:

I. Criteria and Conditions

1. The CSTSBA shall provide its own leadership, structure, and must delegate operational duties to its membership.

2. The CSTSBA shall conduct its own financial business and be financially self-supporting. CSTSBA shall not be underwritten by park district public funds.
3. The CSTSBA 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 CSTSBA 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 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 CSTSBA's fiscal year.
 - d. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSTSBA must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
5. The CSTSBA 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 CSTSBA shall provide a list of officers and participants, including addresses and telephone numbers following CSTSBA'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 CSTSBA 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 CSTSBA agrees and understands that neither the CSTSBA nor its officials, officers, members, employees or volunteers (collectively "CSTSBA") 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 CSTSBA 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 CSTSBA activity will be the CSTSBA's sole responsibility and not the Park District's. Also, it is understood that the CSTSBA 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 CSTSBA will be solely responsible for its own actions. The Park District will in no way defend the CSTSBA in matters of liability.
10. The CSTSBA 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 CSTSBA shall not represent itself or members of the CSTSBA as employees, volunteers, or agents of the Park District.
12. The CSTSBA or members of the CSTSBA 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 CSTSBA 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 CSTSBA. CSTSBA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSTSBA 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 CSTSBA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSTSBA 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 CSTSBA 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 CSTSBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSTSBA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSTSBA will be invoiced for the cost of completing the background check.
18. The CSTSBA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSTSBA understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSTSBA 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 CSTSBA 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 CSTSBA 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. CSTSBA 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.
23. In response to the COVID19 pandemic the Park District will issue the most current DCEO Guidelines throughout the season as they change. CSYFA must abide by the protocols and guidelines in order to participate in their season. Failure to adhere to all guidelines will result in cancelation of the season.

II. Facility/Field Use

1. Requests shall be made in writing at least three months in advance to insure availability. Park District programs 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. Field or court locations and sizes desired.
- c. Days and times.

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) 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 fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
 4. It is the sole responsibility of the CSTSBA to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
 5. The CSTSBA 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.
 - a. In order to coordinate scheduling and staffing needs, CSTSBA must request the use of any School District facilities through the CSPD staff.
 6. The CSTSBA is solely responsible for providing supervision and security services, as needed, for any and all CSTSBA activities.
 7. The Park District does not assume any responsibility, care, custody, or control of any CSTSBA property or equipment brought upon or stored upon Park District property. The CSTSBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
 8. The CSTSBA 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 field space for baseball practice and games at Park District property as well as school district property upon approval of the school district.
11. Baseball/Softball practice and game space will be provided at:
 - a. CSPD fields beginning April 1 thru October 31, 2021 from 5 p.m. to 10:45 p.m. weekdays and 9 a.m. to 10:45 p.m. on weekends on fields with lights and 5 p.m. – 8 p.m. weekdays and 9 a.m. – 8 p.m. on fields without lights pending field availability.
12. 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 provided to baseball will be rented at a discount rate on an individual basis. Should CSTSBA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
13. CSTSBA shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. CSTSBA 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, CSTSBA will be invoiced.

III. Rental/Usage Fee

1. CSTSBA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSTSBA'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 CSTSBA. The baseball/softball per player fee for 2021 will be \$68.96 for the spring teams, and \$34.48 per player for fall teams. 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.
2. CSTSBA 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. CSTSBA 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 school facilities including games and practices during the off season.
 - b. Tournaments.
4. If any invoice received by CSTSBA is not paid within 30 days of the date of the Park District invoice, CSTSBA 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 CSTSBA with space in their seasonal program guide and website to advertise standard program information. The CSTSBA is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSTSBA website will also be included on the Park District website.

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

V. Insurance and Indemnification

The CSTSBA 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 CSTSBA activities:

1. Commercial General and Umbrella Liability Insurance

CSYBSA 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 CSTSBA 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 CSTSBA 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.

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If applicable, the CSTSBA 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 CSTSBA 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 CSTSBA'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 CSTSBA 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 CSTSBA's obligation to maintain such insurance.

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

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If the CSTSBA 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 CSTSBA 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 CSTSBA 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 CSTSBA or any of CSTSBA'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 CSTSBA 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 CSTSBA's breach of any of its obligations under, or CSTSBA default of, any provision of this agreement. This responsibility will survive the termination of this agreement.

VI. Other

- a. CSTSBA is responsible for following the Park District's severe weather protocol – see attached policy.
- b. CSTSBA 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. Probation, Dissolution

- A. If CSTSBA fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSTSBA may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 1. If CSTSBA is placed on probation, they will be notified of the reason by registered mail. CSTSBA will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSTSBA makes the necessary correction(s), CSTSBA will be removed from probation. If CSTSBA does not make the necessary correction(s), CSTSBA will remain on probation and be in jeopardy of losing its affiliate status.
 2. If CSPD decides to revoke the status of CSTSBA, a written report outlining the reason(s) will be sent to CSTSBA 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 CSTSBA, 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 December 31, 2021. The agreement will be renewed on annual basis for a period of one year providing that CSTSBA 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 CSTSBA 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 CSTSBA has breached any of its obligations under this Agreement.

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

- c. The CSTSBA 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 CSTSBA 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 CSTSBA

Authorized Signature of Carol Stream
Park District

Date

Date



SEVERE WEATHER WARNING PROCEDURES

The Carol Stream Park District has installed a lighting prediction system named Thorguard. This system is to help assess severe weather conditions. Neither the signal nor the system is intended to guarantee that conditions are safe.

The Thorguard Warning System (15 second horn blast) is designed to sound when a potentially dangerous weather situation is approaching.

In most cases, an 8 to 12 minute time frame will be provided to clear the area and seek shelter.

THE FOLLOWING ACTIONS MUST BE TAKEN IF THE WARNING SIGNAL SHOULD ACTIVATE:

All individuals should seek shelter in their vehicles and or a lightning protected building if their vehicle is not available. Individuals should avoid areas that are higher than the surrounding landscape. They should not use trees or picnic shelters for shelter, and they should keep away from metal objects such as bicycles, umbrellas, etc.

If the all clear signal (3 short horn blasts) sounds, resume activity.

If the all clear signal does not sound after 20 minutes, cancel the activity.

**INDIVIDUALS NOT OBEYING THE WARNING SIGNAL DO SO AT THEIR OWN RISK.
SERIOUS INJURY OR DEATH MAY RESULT!**

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 25, 2021
Approval: Affiliate Agreement with Carol Stream
Youth Football Association

Agenda Item # 7C

Issue

Should the Board approve an affiliate agreement with the Carol Stream Football Association (CSYFA) for 2021.

Background/Reasoning

- 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.
- This new agreement would cover both the football and cheerleading 2021 season for CSYFA.
- CSYFA is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

Carol Stream Youth Football Association (CSYFA) Agreement.

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 those youth that wish to participate in a football program; the District does not currently offer an in-house football league.

Recommendation

That the Board approve the 2021 affiliate agreement with the Carol Stream Youth Football Association.



Carol Stream Youth Football Association

Affiliate Agreement

Memorandum of Understanding

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 Football and Cheer Association (hereafter “**CSYFA**”). 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, CSYFA agrees to follow the following guidelines:

I. Criteria and Conditions

1. The CSYFA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSYFA shall conduct its own financial business and be financially self-supporting. CSYFA shall not be underwritten by Park District public funds.
3. The CSYFA shall have its own volunteer governing board all of 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 CSYFA 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 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 CSYFA's fiscal year.
 - d. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSYFA must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
5. The affiliate organizations 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 CSYFA shall provide a list of officers and participants, including addresses and telephone numbers following CSYFA'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 CSYFA 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 CSYFA agrees and understands that neither the CSYFA nor its officials, officers, members, employees or volunteers (collectively "CSYFA") 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 CSYFA 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 CSYFA activity will be the CSYFA's sole responsibility and not the Park District's. Also, it is understood that the CSYFA 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 CSYFA will be solely responsible for its own actions. The Park District will in no way defend the CSYFA in matters of liability.
10. The CSYFA 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 CSYFA shall not represent itself or members of the CSYFA as employees, volunteers, or agents of the Park District.
12. The CSYFA or members of the CSYFA 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 CSYFA 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 CSYFA. CSYFA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSYFA 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 CSYFA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.

16. Activities, programs, and events sponsored by CSYFA 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 CSYFA 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 CSYFA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. CSYFA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSYFA will be invoiced for the cost of completing the background check.
18. The CSYFA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSYFA understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSYFA 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 CSYFA 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 CSYFA 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. CSYFA 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.
23. In response to the COVID19 pandemic the Park District will issue the most current DCEO Guidelines throughout the season as they change. CSYFA must abide by the protocols and guidelines in order to participate in their season. Failure to adhere to all guidelines will result in cancelation of the season.

II. Facility/Field Use

1. Requests shall be made in writing at least three months in advance to insure availability. Park District programs 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. Field or court locations and sizes desired.
 - c. Days and times.

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) 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 fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
4. It is the sole responsibility of the CSYFA to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
5. The CSYFA 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.
 - a. In order to coordinate scheduling and staffing needs, CSYFA must request the use of any School District facilities through the CSPD staff.
6. The CSYFA is solely responsible for providing supervision and security services, as needed, for any and all CSYFA activities.
7. The Park District does not assume any responsibility, care, custody, or control of any CSYFA property or equipment brought upon or stored upon Park District property. The CSYFA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.

8. The CSYFA 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 of an affiliate organizations 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. The use of portable lights on Park District fields requires Park District and Village of Carol Stream approval and must be requested in writing no less than 60 days prior to the intended use. The cost of the portable lights shall be paid for exclusively by CSYFA. The vendor that is contracted by CSYFA to provide the lights must provide the Park District with a certificate of insurance naming the Park District as an additional insured.
11. Park District will provide safe and adequate athletic field space for football practice and games as well as cheerleading practice at Park District property as well as school district property upon approval of the school district.
12. Football practice space will be provided at:
 - a. Red Hawk Park beginning July 19 thru November 30, 2021 from 5 p.m. to 8:00 p.m. weekdays and 9 a.m. to 7 p.m. on Saturdays.
 - b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending field availability) from 6 – 8:00 p.m.
 - c. All field lights at Glenbard North High School and Red Hawk must be turned off by 8:30 p.m. on weeknights.
13. Game Space will be provided at:
 - a. GNHS from 1 – 9 p.m. on Saturdays and 9 a.m. – 7 p.m. on Sunday's pending field availability once Park District programming is complete.
 - b. All field lights at GNHS must be turned off by 9:30 p.m. on Saturday night and 7:30 p.m. on Sunday night.
 - c. Please note that when GNHS is participating in the IHSA playoffs, those games will take priority and may require the rescheduling of CSYFA games in order to accommodate the GNHS games.

- d. In accordance with the terms of the Inter-Governmental Agreement with School District 87, CSYFA is permitted to use the concession stand and press box to operate the scoreboard and PA system.
- e. The PA system is controlled by an on/off switch. The volume cannot be adjusted. Use of the PA is a privilege for CSYFA and any abuse of or not following proper procedures can result in the loss of usage of the PA system (i.e. appropriate volume of voice must be maintained). Under no circumstances is the PA system to be used before noon on Sundays. If an extra staff member is needed to monitor sound the CSYFA will be charged \$11/hour.
- f. CSYFA may utilize the scoreboard at GNHS for games only. CSYFA will provide a trained adult over the age of 18 to oversee the operation of the scoreboard in conjunction with all of GNHS operating procedures. Abuse of or not following proper procedures can result in the loss of the privilege of using the scoreboard.
- g. In order to operate the PA system and the scoreboard, CSYFA will have access to the press box at GNHS. The only CSYFA personnel that will be allowed in the press box are the scoreboard operator and the announcer, and no one under the age of 18 will be allowed in the press box. Use of these areas is a privilege for CSYFA and any abuse of this area can result in the loss of usage.
- h. CSYFA will be allowed to play music during half time, and in-between games at the park district set volume.
- i. CSYFA is in complete control of the concession operation and it is their sole responsibility to insure that all food and beverage handling meets all applicable local, county and state rules. The Park District shall not be involved in the concession operation in any way and shall not be responsible for any loss or stolen inventory or equipment. Abuse of or not following proper procedures can result in the loss of the privilege of using the concession stand.
- j. CSYFA will assist Park District staff with the removal of trash from the playing field, concession area and areas under the bleachers at the conclusion of all games as scheduled.

14. Cheerleading – Practice space will be provided at:

- a. The Village of Carol Stream’s Town Center from 5 – 8 p.m. July 1 – August 31, 2021 pending Village approval.
- b. Indoor practice space will also be provided at the Simkus Recreation Center from 6 – 9 p.m. July 1 – December 17, 2021 pending availability. Tumbling mats will be made available upon request.

- c. Space at School District 93 facilities starting September 1 – December 17, 2021 listed above pending approval by School District 93.
15. 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 provided to Cheerleading will be rented at a discount rate on an individual basis. Should CSYFA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
16. CSYFA shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. CSYFA 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 the affiliate will be invoiced.

III. Rental/Usage Fee

1. CSYFA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSYFA'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 affiliate organizations. The per player fee for 2021 will be \$55.31 for youth football and \$25.62 for cheerleading. 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
2. CSYFA 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.

3. CSYFA will be invoiced for the following:

- a. Seasonal affiliate fee.
- b. Field lights at GNHS

4. If any invoice received by CSYFA is not paid within 30 days of the date of the Park District invoice, CSYFA 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 CSYFA with space in their seasonal program guide and website to advertise standard program information. The CSYFA is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSYFA website will also be included on the Park District website.

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

V. Insurance and Indemnification

The CSYFA 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 CSYFA activities:

1. Commercial General and Umbrella Liability Insurance

CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA'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 CSYFA 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 CSYFA's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA or any of CSYFA'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 CSYFA 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 CSYFA's breach of any of its obligations under, or CSYFA default of, any provision of this agreement. This responsibility will survive the termination of this agreement.

VI. Other

- a. CSYFA is responsible for following the Park District's severe weather protocol – see attached policy.
- b. CSYFA 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. Probation, Dissolution

- A. If CSYFA fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSYFA may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 1. If CSYFA is placed on probation, they will be notified of the reason by registered mail. CSYFA will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSYFA makes the necessary correction(s), CSYFA will be removed from probation. If

CSYFA does not make the necessary correction(s), CSYFA will remain on probation and be in jeopardy of losing its affiliate status.

2. If CSPD decides to revoke the status of CSYFA, a written report outlining the reason(s) will be sent to CSYFA 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 CSYFA, 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 December 31, 2021. The agreement will be renewed on annual basis for a period of one year providing that CSYFA 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 CSYFA 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 CSYFA has breached any of its obligations under this Agreement.

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

- c. The CSYFA 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 CSYFA 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 CSYFA

Authorized Signature of Carol Stream Park
District

Date

Date



SEVERE WEATHER WARNING PROCEDURES

The Carol Stream Park District has installed a lighting prediction system named Thorguard. This system is to help assess severe weather conditions. Neither the signal nor the system is intended to guarantee that conditions are safe.

The Thorguard Warning System (15 second horn blast) is designed to sound when a potentially dangerous weather situation is approaching.

In most cases, an 8 to 12 minute time frame will be provided to clear the area and seek shelter.

THE FOLLOWING ACTIONS MUST BE TAKEN IF THE WARNING SIGNAL SHOULD ACTIVATE:

All individuals should seek shelter in their vehicles and or a lightning protected building if their vehicle is not available. Individuals should avoid areas that are higher than the surrounding landscape. They should not use trees or picnic shelters for shelter, and they should keep away from metal objects such as bicycles, umbrellas, etc.

If the all clear signal (3 short horn blasts) sounds, resume activity.

If the all clear signal does not sound after 20 minutes, cancel the activity.

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