

Items Needed to Fulfill the
Community Group/Affiliate Agreement Checklist

- Signed Community Group/Affiliate Agreement
- List of current officers and coaches; including name, addresses, phone numbers (Home & Cell), and email address (see Section I.5)
- Name, address, phone number (Home & Cell) and email address of group's liaison and alternate liaison (see Section I.6)
- Copies of officers, employees/volunteers and coaches completed Background Checks (see Section I.16)
- Cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database. Website address: www.isp.state.il.us/sor. (see Section I.17)
- Schedule of important dates; such as meeting times, sign-up dates, schedules, and tournament dates, if any. (see Section I.7)
- Copy of Insurance, naming the Park District as additional insured (see Section VI.)
- Copy of 501(c)3 documentation from IRS



Kankakee Valley
PARK DISTRICT

Community/Affiliate Group Agreement
Memorandum of Understanding

The Kankakee Valley Park District (hereafter “Park District”) recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the _____, a (circle one: Special Interest or Athletic Group)

Name of Community Group/Affiliate

(hereafter “Community Group” or “Affiliate”) and allow the use of the _____,

Name of Facility/Park

situated in the Kankakee Valley Park District, County of Kankakee, State of Illinois, to be used only for _____.

Name of sport or purpose for meetings

With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. CRITERIA AND CONDITIONS

1. The Community Group/Affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The Community Group/Affiliate shall conduct its own financial business and be financially self-supporting.
3. The Community Group/Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:

- a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs. Required proof of not-for-profit status 501(c)3 must be submitted to the Park District prior to the signing of this agreement.
4. The Community Group/Affiliate 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 in writing all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District.
5. The Community Group/Affiliate shall provide a list of officers and participants, including addresses and telephone numbers.
6. The Community Group/Affiliate shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District. Said liaison or alternate liaison must attend all mandatory Park District requested meetings.
7. The Community Group/Affiliate shall provide a schedule/calendar of important dates, such as sign up dates, first and last date of league season, tournament dates and league schedule, including games and practice times.
8. The Community Group/Affiliate agrees and understands that neither the Community Group/Affiliate nor its officials, officers, members, employees or volunteers (collectively "Community Group/Affiliate") 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 Community Group/Affiliate 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 Community Group/Affiliate activity will be the Community Group's/Affiliate's sole responsibility and not the Park District's. Also, it is understood that the Community Group/Affiliate 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 Community Group/Affiliate will be solely responsible for its own actions. The Park District will in no way defend the Community Group/Affiliate in matters of liability.
9. Affiliate/Community Group shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement.
10. The Community Group/Affiliate shall not represent itself or members of the Community Group/Affiliate as employees, volunteers, or agents of the Park District.
11. The Community Group/Affiliate or members of the Community Group/Affiliate will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.

12. The Community Group/Affiliate is prohibited from subleasing the property or allowing other organizations to utilize the property.
13. All fees, charges, monies, and expenditures shall be handled by the Community Group/Affiliate 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 Community Group/Affiliate.
15. The Community Group/Affiliate 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 Community Group's/Affiliate's activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities sponsored by Community Group/Affiliate shall not, other than to adhere to specific membership guidelines or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, disability, or any other characteristic protected by local, state, or federal law.
17. The Community Group/Affiliate agrees to conduct criminal background checks for all employees and volunteers directly supervising individuals under the age of eighteen (18) years or age. Associated fees will be the responsibility of the Community Group/Affiliate. KVPD requires **background checks** to be run through **IL State Police or an acceptable organization.**
18. The Community Group/Affiliate agrees to cross-reference all staff, employees and volunteers with the state and/or local **Child Offender Database**. The Illinois State Police website address is www.isp.state.il.us/sor
19. The Community Group/Affiliate understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Community Group/Affiliate 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 to non-residents of the Park District.

II. FEES/DUES

A. Athletic Community Groups/Affiliates

1. ***Athletic Leagues*** - Community Group/Affiliate agrees to be responsible for the payment of utility bills, electricity and water, for said facility.

III. FACILITY/PARK USE

1. Requests shall be made at least (8) weeks in advance to insure availability. Park District Programs take precedence. The Community Group/Affiliate will receive the not for profit (501 C 3) rate for Park District facilities. Priority scheduling will be as follows:
 - a. Park District Programs
 - b. Community/Affiliate Groups
 - c. Recognized Groups
 - d. Outside Groups
2. It is the sole responsibility of the Community Group/Affiliate to determine whether any facility, field, or location is safe and/or appropriate for any intended use.
3. The Community Group/Affiliate shall inspect each facility, field, goals, baseball/softball bases, fencing, padding, hoops, nets, and any item specific to the sport or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
4. Any holes or low spots on any field should be marked with field marking paint or spray paint for park maintenance crew to fill in.
5. The Community Group/Affiliate is responsible for maintaining complex on leased days including parking areas, fields, spectator areas, bathrooms and pavilions. In the event the Community Group/Affiliate fails to return park and facilities in the condition it was found due directly to the use of the Community Group/Affiliates clients or participants, a fee of \$100 will be charged per occurrence. The Park District reserves the right to increase fees.
 - a. Bathrooms are to be cleaned and stocked with toilet paper by Community Group/Affiliate.
 - b. Grass, outside of fenced in fields/diamonds, will be mowed once a week by KVPD and Community Group/Affiliate will be responsible to mow if needed more than once a week.
 - c. Community Group/Affiliate will be responsible for mowing inside fenced in fields/diamonds at all times.
 - d. Community Group/Affiliate will be responsible for picking up garbage off park district property on leased days. Full garbage bags need to be tied up and placed in a common location and KVPD will pick up on the next business day.
6. If any part of the leased facility is damaged in any way due to negligence of the staff of the Community Group/Affiliate, then the Community Group/Affiliate will be responsible for the cost of repairs.
7. The Community Group/Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Community Group/Affiliate activities.

8. The Park District does not assume any responsibility, care, custody, or control of any Community Group/Affiliate property or equipment brought upon or stored upon Park District property. The Community Group/Affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
9. The Community Group/Affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
10. As with all rentals and organizations renting, the use of Park District facilities is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule based upon Park District needs.
11. The Community Group/Affiliate chooses to utilize the Park District facilities to service the community and assist the Park District by providing community programing and improving the facilities in lieu of rental. The Community Group/Affiliate will submit an improvement list each spring to the Park District for approval prior to any such work or improvement or modification to Park District property.

VI. INSURANCE AND INDEMNIFICATION

The Community Group/Affiliate 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 Community Group's/Affiliate's activities:

A. Commercial General and Umbrella Liability Insurance

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

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

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

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

The CGL policy must include individuals for athletic participation.

B. Business Auto and Umbrella Liability Insurance

If applicable, the Community Group/Affiliate shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, the Community Group/Affiliate shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

D. Other

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

E. General Insurance Provisions

1. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Community Group/Affiliate shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written notice to Agency shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Park District's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the Community Group/Affiliate 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 Community Group/Affiliate shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If the Community Group's/Affiliate's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Community Group/Affiliate may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

F. Indemnification

The Community Group/Affiliate 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 Community Group/Affiliate or any of the Community Group's/Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District 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 Community Group/Affiliate 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 Community Group's/Affiliate's breach of any of its obligations under, or the Community Group's/Affiliate's default of, any provision of this agreement.

VII. OTHER

- Community Group/Affiliate is responsible for ensuring that all of the Park District policies and ordinances are followed. I.e. No alcohol in the parks. It is the Community Group/Affiliate responsibility to check with the Park to ensure compliance with such policies and ordinances.
- Community Group/Affiliate is responsible for implementing and following a severe weather protocol.

VIII. 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.

IX. Termination and Duration

a. The term of this Agreement shall commence on April 1, 2019 and end November 1, 2019 for athletic organizations. For all other organizations the term of this agreement shall be for 2019, one (1) calendar year.

b. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including but not limited to misconduct of the Community Group/Affiliate 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 Community Group/Affiliate has breached any of its obligations under this Agreement. We will provide a 30 day notice for any such breach.

The Community Group/Affiliate may terminate this agreement by providing a minimum of 45 days' written notice.

c. The Community Group/Affiliate 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 Community Group/Affiliate by the Park District shall be promptly reimbursed. Failure to pay monies owed to the Park District may terminate this agreement.

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

