

RESOLUTION NO 24-R-44

**A RESOLUTION TO APPROVE THE AFFILIATE AGREEMENT
WITH TINLEY PARK BOBCATS FOR USE OF FREEDOM PARK**

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois; and

WHEREAS, the Park District has agreements with affiliate organizations for the use of parks and spaces around the community; and

WHEREAS, the agreement known as “Affiliate Agreements” are in place to clearly delineate the expectations and responsibilities of the Affiliate Groups and the District; and

WHEREAS, while each agreement will have similar items and sections, they will also have different components based on the space they are using; and

WHEREAS, staff recommends that the board approve the agreement in exhibit 1; and

WHEREAS, The Board of Commissioners of the Tinley Park-Park District finds that it is in the best interest of the district to approve the affiliate agreement with Tinley Park Bobcats for use of Freedom Park.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the TINLEY PARK-PARK DISTRICT as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this Resolution as if fully restated herein.

SECTION 2: The Request attached hereto as Exhibit 1, and made a part hereof, is hereby approved.

SECTION 3: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT.

Approved and passed this 17th day of July 2024.

AYES: 4
NAYS: 0
ABSENT: 1
ABSTAIN: 0

TINLEY PARK-PARK DISTRICT

Marie Ryan
President, Board of Park Commissioners

Attest:

Ann Miller
Secretary, Board of Park Commissioners

EXHIBIT 1 RESOLUTION 24-R-44

Community/Affiliate Group Agreement Bobcats Freedom Park Field Memorandum of Understanding

PURPOSE

The Tinley Park-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 *Tinley Park Bobcats* (hereafter "Community Group" or "Affiliate"). 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 ensure 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. Affiliate 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.

- B. At least 75% of the members/participants of the Community Group/Affiliate must reside within the geographical boundaries of the Park District. Roster with First and last name and full address will be submitted with schedule request seasonally. See Process for Obtaining Permits for timelines and information.
 - C. Will yearly provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures, and
 - D. Provide annual audit or detailed report which documents the Community Group's/Affiliate's current financial standings, including operational revenues, expenditures, and financial reserves.
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 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 annually a list of officers and participants, including addresses and telephone numbers.
 6. The Community Group/Affiliate shall designate both a liaison and alternate liaison, for both field permits (Superintendent of Recreation or designee) and field maintenance issues/buildings (Superintendent of Park or Designee) and provide the individuals' telephone numbers and other contact information to the Park District. The Park District shall designate both a liaison and alternate liaison, for both field permits and field maintenance issues/buildings to the Affiliate.
 7. 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.
 8. 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.

9. The Community Group/Affiliate shall not represent itself or members of the Community Group/Affiliate as employees, volunteers, or agents of the Park District.
10. 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.
11. 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.
12. The Community Group/Affiliate is required to get permission from the district for all repairs, upgrades, and improvements associated with grounds and facilities. Any agreements on repairs, upgrades, and improvements will be in writing and include who will fund those items. The Park District will only fund upgrades that are in the best interest of the Park District. Activities, programs, and events sponsored by Community Group/Affiliate 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.
13. The Community Group/Affiliate agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years of age. The Community Group/Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer per Illinois law.
14. The Community Group/Affiliate agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
15. 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.
16. Registration for membership/tryouts must not exclude qualified residents of the Park District.
17. The Community Group/Affiliate shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Community Group/Affiliate 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.

18. Each organization's affiliate status will be reviewed on an annual basis by the Tinley Park-Park District. Failure to comply with terms in agreement may result in removal of Affiliate Status of an organization to a Non-Affiliate Community Group or below based on residency.

II. Facility Use

1. Requests shall be made at least 6 weeks or earlier in advance to ensure availability. Park District Programs take precedence. The Community Group/Affiliate will receive a discount rate and priority for use of fields. Priority scheduling will be as follows:

- A. Park District Programs-Created and run by the district and its contractors
- B. Community School Districts 140,146, 230 and 228
- C. Groups between 75 - 100% residency and signed agreements in place (Affiliate Community Groups)
- D. Groups between 75 – 100% residency or (Non-Affiliate Community Group)
- E. Groups between 50 – 74% residency or (Recognized Groups)
- F. Groups between 30 – 49% residency or (Outside Groups)

Fields and Facilities will be allocated to organizations within each priority level before moving on to next level. Failure to provide detailed game and practice schedules in a timely manner may result in lower number priority groups getting field and facility space before those of a higher priority.

2. It is the sole responsibility of the Community Group/Affiliate to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
3. The Community Group/Affiliate is responsible for any and all repairs to property including facilities, fields, or locations when said property is damaged or vandalized by the group.
4. The Community Group/Affiliate 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 liaison
5. The Community Group/Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Community Group/Affiliate activities. Special

events/tournaments are to be reported a minimum of 30 days before activity to the Park District and affiliate group will be notified if security or other measures are needed.

6. 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.
7. The Community Group/Affiliate shall request when any property or equipment owned by the group is intended to be brought upon or stored upon Park District property.
8. The Community Group/Affiliate is to be familiar with and shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
9. The Community Group/Affiliate shall be responsible for their fans and visiting team fans behavior, and cleanup of all bleachers, sport fields, and park sites after games and practices.
10. The exact schedules will be issued by permit each season from the Park District. The Park District will work with other organizations renting the field to accommodate youth and adult sports. All organizations will be required to submit their field requests and the Park District will issue permits for field use.

III. Rental/Usage Fee

The Park District will provide up to 500 hours of field usage each calendar year. The fee for the use of the field is \$10,000 per year payable on 2 installments of \$5000 each or as one lump sum. Payment will be due at the conclusion of the usage season and the hours billed will be for requested and permitted time. Permitted times that were not cancelled within specified notification time frames will be included in calculated field usage. Affiliate group will have 30 days to make payment. If the Bobcats have a reduction of participants that causes them to use the field for less than 200 hours per year the Park District is willing to renegotiate the current fee being charged to accommodate the number of hours the field is used. The Community Group/Affiliate will not be allowed to sublease/rent the field to any other organization. All use of the field is permitted by the Park District.

IV. 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:

Commercial General and Umbrella Liability Insurance

Community Group/Affiliate shall maintain commercial general liability (CGL) and commercial umbrella insurance with a limit of not less than \$2,000,000 general liability and \$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 a named 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.

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.

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.

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.

General Insurance Provisions

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 the 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 Community Group's/Affiliate'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.

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.

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.

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.

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.

V. Other

1. Community Group/Affiliate is responsible for ensuring that soccer goals are in good order and securely anchored in accordance with Zach's Law (430 ILCS 145/) Movable Soccer Goal Safety Act before all games and practices. The group is not to interfere with goals as regulated by Zach's Laws.-see attached policy
2. Community Group/Affiliate is responsible for following the Park District's severe weather protocol –see attached policy
3. If an AED will be kept onsite or is in use for affiliate group, an AED Addendum must be signed and returned-see attached Addendum
4. No alcoholic beverages are allowed on park property.
5. Community Group/Affiliate will abide by the provisions of the Illinois Accessibility Code (IAC), Americans with Disabilities Act (ADA) including Title II and any other federal and/or state regulations that may apply.
6. Community Group/Affiliate is responsible for trash picked up from the site and trash cans emptied during off park district hours.
7. Community Group/Affiliate agrees that any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by an authorized representative of each party.
8. Affiliates may occasionally bring on special vendors throughout the year. These requests shall be made to the park district in writing with a list of vendor name, location of vendor for event and other pertinent data within 30 days of requested event. Any outside vendor including food trucks, inflatables, entertainment vendors, etc. that will be on park district property shall provide the Tinley Park-Park District a Certificate of Insurance naming the Tinley Park-Park District as additionally insured. Commercial general liability (CGL) and, commercial umbrella insurance with a limit of not less than \$2,000,000 general liability and \$1,000,000 each occurrence is required. Certificates must be submitted to the Park-District a minimum of 2 weeks before the event date. The \$25 COI fee charged to outside groups using vendors will be waived for Affiliate Groups. -see addendum for sample COI certificate
9. In the event that a vendor is onsite at the request of the Affiliate without permission or proper insurance requirements, the vendor will be removed from district property and prompting an affiliate's status review.
10. The Park District will pay for all utilities involving the Community Group/Affiliate unless otherwise specified within this agreement or other agreements in force.

11. Community/Affiliate Group agree that tents are not allowed on the field or sidelines.

VI. No Third-Party Beneficiary

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

VII. Termination and Duration

1. The initial term of this Agreement shall commence on the date hereof and end on December 31, 2024. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 90 days prior to the annual renewal date of its intention not to renew the agreement, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of 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.
3. The Community Group/Affiliate may terminate this agreement by providing a minimum of 45 days written notice.
4. 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.
5. The Agreement may be amended by the written approval of both Parties.

VIII. Process for Obtaining Permits

Athletic facilities are permitted in 2 time periods for regular game and practice slots. Special events/tournaments are to be reported as needed. Block permits may be issued to organizations for league scheduling purposes. However, a detailed schedule with game and practice times as well as team and age information is due at least 10 business days prior to the start of the season and will be used to re-allocate non-game/practice times to other users.

Application Date	Events/Dates
March 1	All April through Mid-August rentals
July 1	All Mid-August through October rentals
Minimum 30 days before tournament/event date (s)	Tournament/Special Event-April-October

IX. Permit Changes/Reschedules/New Requests

Any permit changes, reschedules or new requests for use of a facility or field must be submitted in writing by the group's Athletic Representative a minimum of 5 business days prior to the requested use date. Scheduling requests received less than 5 days prior to the use date will be processed as resources allow. Scheduling of facilities and fields will be based on availability and may differ than original requested location.

X. Permit Cancellations

Permits may be canceled or rescheduled as availability allows. Rescheduled time slots may not be available at the same location as originally requested and permitted. Any organization that has been allocated space and does not intend to use it shall notify the park district so that space may be re-allocated to otherwise be used to their maximum.

XI. Athletic Field Rest and Renovation

A rest and renovation program is scheduled by the Tinley Park-Park District. The Park District does attempt to be flexible in accommodating user groups, but ultimately the health and safety of the user and the condition of playability of fields and facilities takes priority. This may require closure of fields and facilities, denial of field and facility usage and /or permitting alternate sites for athletic use.

Turf fields will not be permitted outside of April 15-October 15 or thereabouts. Synthetic Fields will be permitted March 1-November 1, weather dependent. These dates may fluctuate and will be determined by the Park District.

XII. Accountability

The Tinley Park-Park District reserves the right to cancel or suspend field and facility permits for games, practices and other events based on affiliate groups violating this agreement. Violations may include:

- Groups that play on a facility that has been closed because of an inclement weather situation or for rest/renovation.
- Group does not use a facility that it has reserved for a specific time and date and does not cancel the reservation with Tinley Park-Park District or cancels with less than 5 business days except for weather related instances.
- Groups that occupy field/facility space that has not been permitted to them.
- Group refuses to vacate a facility after its reservation time is ended when other users are waiting.
- Group leaves a facility, its amenities, or its restrooms dirty and with trash not picked up.
- Group falsifies its team or league roster to obtain more favorable reservation times or rental fees.
- Failure to provide request for Certificate of Insurance with proper requirements for outside vendors.
- Other violations of any section of policy.

Each group is responsible for documenting that its coaches and assistant coaches have had this Affiliate Field Use Agreement explained to them, and each league is responsible for ensuring that its coaches do not violate the policy. A violation by a coach or a team is considered to be a violation by the league of which either is a member.

Violations of this policy will result in written notice of infraction to all parties involved.

If more than three (3) infractions occur in a permit season, a meeting between Affiliate group and Park District will be arranged to discuss the affiliate agreement. If infractions continue additional steps may be taken.

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.

Tinley Park-Park District

Tinley Park Bobcats

Printed Name: Marie Ryan
Signature: Marie Ryan
Title: President
Date: 7-19-24

Printed Name: Steven Bosco
Signature: Steven Bosco
Title: President
Date: 6-21-24