



Culture, Parks & Recreation Department (CPRD)

Comprehensive Master Plan—Appendix E Youth Sports Complex Memorandum of Understanding Evaluation

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Introduction

To help ensure equitable access to its Youth Sports Complex (YSC), the City of Greeley's Culture, Parks and Recreation Department requested BerryDunn review its current memorandum of understanding (MOU) between the City and the Greeley Evans Youth League (GEYL). This assessment summarizes the agreement and provides an overview of similar agreements in place at other park and recreation agencies.

Summary of Greeley's Current MOU With GEYL

The City entered into an MOU with GEYL—a non-profit youth baseball and softball organization in 1994. The current contract, valid for calendar year 2025, gives GEYL priority access to the YSC from March through August (excluding the second weekend of any month). Access includes:

- All eight (8) game fields (north and south pods) and auxiliary practice fields
- Concession stand, restrooms, and storage area at YSC City Building
- Office space adjacent to the concession stand
- Shared priority use of Forbes Field, the associated concession stand, and restrooms

If the City intends to utilize YSC fields during GEYL's designated priority scheduling periods, prior approval from GEYL is required. All tournaments and special events held at the YSC must receive authorization from the Parks and Forestry Division Manager. GEYL will retain 100% of proceeds for any events it hosts. For all non-GEYL tournaments or events, the City will retain all proceeds.

In instances where a third-party event utilizes GEYL-owned supplies (e.g., chalk, paper products, trash bags, bases), a fee of \$500 per day will be assessed and paid to GEYL.

GEYL must provide a proposed schedule by December 31 of the previous year, followed by a final schedule no later than May 1.

Maintenance of the YSC is managed as follows:

Item	Responsible Party
Daily, infield boxes and mounds (South Quad)	City
Daily, infield prepping	City
Irrigation repair, mowing, and fertilization	City
Daily, materials (chalk) for infield lining	GEYL
Weekly, striping of outfield	City
Daily, bases/rubbers, home plates	GEYL
Trash cleanup of sports field area	City
Trash dumpster and trash removal	GEYL
Restroom cleanup	City/GEYL

GEYL pays the City \$16,736 annually to use the YSC. GEYL also reimburses the City for 100% of utilities during May, June, and July. City or third-party-sponsored events during this period are subject to a fee of \$50 per hour per field (two-hour minimum) paid to GEYL.

GEYL reimburses the City for all labor costs at a rate of \$75 per field per prep for GEYL-sponsored tournaments.

Further, GEYL is granted the first right of refusal to manage concession operations during non-GEYL approved events by the City or third party. In return, GEYL pays the City 15% of gross concessions. If GEYL opts out of providing concession services, the City may use a third party but cannot utilize the concession stand. During the primary league season, GEYL retains 100% of concession proceeds.

Sports Field Use Agreement Comparison

To understand if CPRD’s current contract is in line with best practices, BerryDunn conducted research throughout and beyond Colorado to assess current fee structures, maintenance responsibilities, and revenue sharing. Table 1 on the next page summarizes results. Where available, contracts have been included as an appendix.

Table 1: Sports Field MOU Comparison

City	Partner Organization	Maintenance (Partner)	Maintenance (City)	Fee Structure	Revenue Sharing	Other notes
Greeley, CO	Greeley/GEYL	Provides chalk, bases, trash dumpsters, restroom cleanup	Field prep, irrigation repair, mowing, fertilization, outfield striping, restroom cleanup	\$16,736 annually + additional charges	GEYL retains 100% from its events; City retains 100% from City-sponsored events; non-GEYL events pay \$500/day	All capital improvements and equipment are purchased and maintained by the City of Greeley with no chargeback to GEYL.
Colorado Springs, CO	Various sports organizations	Varies by organization and facility usage	Field dragging (\$50 per field), lighting (\$30/hour); currently standardizing usage agreements	No fixed format; determined based on potential revenue brought by organization	*Determining allocation between General Fund and Capital Improvement Plan (CIP). Case-by-case basis. *Working on developing a standard contract.	
Fort Collins, CO	Various local sports leagues and associations	Secures goals if they remain on fields, submits maintenance requests	Mowing, irrigation, field prep	No fee	Depends on who handles registration (City=40% revenue, partner=30% to city)	
Boulder, CO	Various sports organizations and event organizers	None specified	All maintenance and operations including field prep, supervision, trash, and lighting	Various fees depending on field; minimum rental time is two hours	No revenue sharing; city retains all profits from concession stands	
Columbus, NE	Columbus Soccer Club/AYSO, Columbus Adult Soccer League	Collects fees, prepares fields, purchases supplies, cleans restrooms on weekends, completes park fertilizing and overseeding, and makes improvements	Maintenance, trash, utilities, supply toilet paper and cleaning supplies, background checks	All expenses paid by partner	Not specified	Non-exclusive agreement. Priority access during specific times. Soccer club charges fees to AYSO and other parties.
Camarillo, CA	Miracle League of Camarillo	Trash removal, capital costs/repairs to parking every five years, field maintenance, maintenance of permanent facilities and equipment, provision of trash bins and disposal of trash, preparation of fields for play as needed, repair, utility costs, and additional fencing (if needed)	Maintenance and restroom upkeep	No fee; prorated cost for restroom cleaning and \$25 monthly fee for trash removal	Not defined	Priority use, unless the District events for individuals with disabilities

(Continued) Table 1: Sports Field MOU Comparison

City	Partner Organization	Maintenance (Partner)	Maintenance (City)	Fee Structure	Revenue Sharing	Other notes
Northbrook, IL	Northbrook Park District/ Northbrook Baseball	Extraordinary damage to fields, portable restrooms	Maintenance, lining	\$25 per season for non-residents, \$10 per hour for lighting, \$75 – \$82 per each field prep, \$25 per non-affiliate team, portable restrooms, current rental rates	See fee structure	Background checks, 70% of participants must reside in Park District boundaries. Park District has priority use on fields.
Mountain View, CA	Various sports organizations	Maintenance (i.e., litter, bleacher cleaning, painting backstops, dragging or watering infield)	Not defined	Not defined	Not defined	Park District has priority use on fields. Additional priorities are based on the season.
Skokie Park District	Various sports organizations	All expenses (equipment and materials), criminal background checks, and security services	Registration	\$5 administrative fee per participant/per season, \$5 field services fee per participant, per season	Not defined	At least 51% of the members /participants of the Affiliate must be residents of the Park District. Affiliate must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures, as well as an annual audit of Affiliate’s current financial standing. Priority registration for residents. Park district activities take precedence over the affiliate.

In addition to the sample agreements, BerryDunn has also included in the Appendix the City of Santa Clarita's field allocation policy and rental use procedure and the City of Mountain View's athletic field use policy as an appendix. Of note, Santa Clarita policy limits exclusive use to groups:

"In an effort to ensure as many user groups as feasible have access to field time, a two-tiered system will be in place to alleviate larger organizations having full access. An allocation of no more than 50% of available time will be distributed to organizations comprised of 500 or more participants. The remaining 50% will be allocated to organizations with less than 500 participants. User groups in order of priority classification, who submit their application, deposit, and rosters within the allotted time frame will have their organization's name placed into Random.org."

Another reference tool for CPRD is an excerpt from the City of Tucson Parks and Recreation Department Revenue and Pricing Policy (Appendix). Tucson has developed a four-tier system to determine cost recovery. The model assigns varying levels based on benefit and community, as depicted in Table 2. Tucson makes an exception for non-profit organizations.

Table 2: Sample Cost Recovery Structure

	Service Level 1	Service Level 2	Service Level 3	Service Level 4
Who benefits	Entire community	Primarily the community and individual	Primarily the individual and community	Individual only
Type of Service	Public	Public/Private	Public/Private	Private
Appropriate Funding/Pricing Model	Tax supported	Partially tax and fee supported	Fee supported	Market base fee supported
Sample activities	General park areas	Basic facility use, basic youth recreation programing, senior recreation programming	Park and facility spaces (ballfields), higher level instructional activities, adult sport leagues	Golf, concessions, advanced level workshops
Cost Recovery	None	A percentage of direct operating costs recovered 0-50% of direct costs.	All direct and some overhead costs. 50-100% of direct costs.	All cost recovered or market rate

Finally, the City of Tucson also outlines several steps when establishing fees and charges:

- Determine the direct and indirect costs of providing the service.
- Determine the appropriate Service Level classification and calculate the fees or charges using the appropriate cost recovery guideline.
- If warranted, make adjustments to the fee or charge for special groups.
- Identify the market rate or current fee being charged for similar services. This evaluation is conducted to ensure the recommended fees do not significantly vary from the rates being charged by other entities for similar services.
- Consider inflationary factors for services.
- Consider any budgetary mandates that may affect the fee/charge setting process.

Summary and Recommendations

Based on our research, BerryDunn noted several differences between CPRD's agreement and those of benchmarked agencies:

- Greeley is unique in charging a set fee to GEYL.
- Some agencies limit access to specific times.
- Priority use may be given to the agency/department versus the partner.
- Revenue split varies and can be based on which agency is managing the registration.
- Community residents should be prioritized.

As CPRD enters into additional MOUs with and beyond GEYL, BerryDunn recommends considering the following:

- **Conduct an annual assessment of cost**
CPRD should understand the true cost of GEYL's use of the facilities. A detailed assessment should be conducted annually to help ensure that the fee paid covers all direct and indirect costs.
- **Consider adapting the concession usage policy**
CPRD should have access to the concession stand, regardless if GEYL opts out of providing services.
- **Explore Flexible Fee Structures**
Consider options like per-player fees, hourly rates (Colorado Springs), tiered field rental fees with minimum usage times (Boulder) and resident versus non-resident rates.
- **Re-Evaluate Revenue Sharing**
While Greeley currently allows partners to retain revenue, alternatives include partial sharing (e.g., Fort Collins) or retaining concessions (Boulder) to support operations.

- **Clarify Partner vs. City Responsibilities**

Boulder handles all field operations, while other cities delegate some tasks. Greeley could explore a hybrid model to balance cost savings and service quality.

- **Diversify Partnerships**

Expand beyond one league to include multiple sports organizations or event organizers, as seen in Boulder and Fort Collins, to boost field use and equity.

- **Formalize Cost Recovery Strategy**

Clearly define how field use revenue supports operational budgets or capital improvements, following examples from Colorado Springs and others.

- **Establish Financial Reporting Requirements**

Require partner organizations to submit audited financial records and proof of non-profit status (501c3) to determine financial stability and validate eligibility for discounted field usage.

Appendix E1

Example MOUs

#1399

Affiliate Group Agreement

Northbrook Park District and Northbrook Baseball

PURPOSE

The Northbrook 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 activity 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 finds it beneficial to establish a working relationship and cooperative agreement with Northbrook Baseball (the “Affiliate”). The Park District and the Affiliate may hereinafter be referred to collectively as the “Parties” or individually as the “Party.”

With this Affiliate Group Agreement (the “Agreement”), the Parties herein define the working relationship, mutual expectations and individual responsibilities. The Parties agree to use best efforts toward joint planning, use, and maintenance of recreational facilities, while retaining the necessary independent discretion, decision-making and action for planning, developing and maintaining their respective recreational programs.

I. Criteria and Conditions

- a. The Affiliate shall provide its own leadership, structure and must delegate operational duties to its membership.
- b. The Affiliate shall conduct its own financial business and be financially self-supporting.
- c. The Affiliate shall have its own governing board of directors (“Affiliate Board”) with adopted, written bylaws or guidelines to assist the Affiliate Board in policy-making decisions.
- d. The Affiliate must be a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement the Park District’s programs.
- e. Registration for membership/tryouts must not exclude qualified residents of the Park District.

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- f. At least 70% of the members/participants of the Affiliate must be residents of the Park District. Each program level offered by the Affiliate must be made up of at least 70% Park District residents. Notwithstanding the foregoing, a level need not be made up of 70% Park District residents if the Affiliate is unable to field a team given the lack of qualified Park District resident participation. In such cases, the Affiliate may include qualified non-Park District residents on such levels and shall notify the Park District in writing of such exception.
- g. By September 15 of each year during the Term and any Renewal Term of this Agreement, the Affiliate shall provide the Park District with a copy of the Affiliate's completed State of Illinois' Attorney General Form AG-990, showing all revenue and expenditures for the previous year.
- h. By July 1 of each year during the Term and any Renewal Term of this Agreement, the Affiliate shall provide an annual audit or detailed report which documents the Affiliate's current financial status, including operational revenues, expenditures and financial reserves.
- i. By July 1 of each year during the Term and any Renewal Term of this Agreement, the Affiliate shall provide the Park District with a list of its officers' and participants' addresses, telephone numbers and email addresses. The Affiliate will maintain a minimum of 70% Northbrook residents on the Affiliate Board.
- j. The Affiliate shall designate both a liaison and alternate liaison ("Designated Representative(s)") to represent the Affiliate on all matters related to this Agreement. The Affiliate shall provide the Park District with the Designated Representatives' telephone numbers, email addresses, cell phone numbers and other contact information.
- k. The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively "Affiliate") are entitled to any benefits or protections afforded to employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The 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 any injury or property damage arising out of any Affiliate activity will be the Affiliate's sole responsibility and not the Park District's. Also, it is understood that the 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 Affiliate will be solely responsible for its own actions. The Park District will in no way defend the Affiliate in matters of liability.
- l. The Park District authorizes the Affiliate to place the Park District logo on the Affiliate's website and to provide a link to the Park District website for the Term and any Renewal Term of this Agreement, provided the Park District shall have the right to approve the placement of such logo and link. The right to use the Park District's logo as provided herein is non-exclusive, non-assignable and nontransferable. All use by the Affiliate of

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the Park District's logo shall inure solely to the benefit of the Park District. The Affiliate or members of the Affiliate shall not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District. The Affiliate in turn, authorizes the Park District to place the Affiliate's logo on the Park District's website.

- m. The Affiliate, itself, with its own accounts in the Affiliate's name, shall be responsible for all fees, charges, monies and expenditures related to its obligation hereunder. The Affiliate shall have a written policy regarding participant refunds and shall address all requests for refunds in a timely manner.
- n. The Affiliate acknowledges and agrees that it is responsible for all expenses including, but not limited to, the provision of equipment and materials related to the Affiliate's activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
- o. Activities, programs and events sponsored by the 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, religion, national origin, ancestry, sex (except as an appropriate division for athletics programming), sexual orientation, age, marital status, disability or any other characteristic protected by local, state, or federal law.
- p. The Affiliate 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 the revocation or suspension of any Affiliate privileges under this Agreement.
- q. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between the Affiliate and the Park District. The Affiliate or members of the Affiliate shall not represent themselves as employees, volunteers or agents of the Park District.
- r. The Affiliate agrees to conduct criminal background checks for its Board members, employees, coaches, independent contractors and volunteers who are eighteen (18) years of age or older. Except as provided in Section I.s., below, the Affiliate is solely responsible for determining whether a conviction disqualifies any Board member, employee, coach, independent contractor or volunteer from providing services for Affiliate programs.
- s. The Affiliate agrees to cross-reference all employees and volunteers with the federal, state and local Child Offender Databases. Additionally, the Affiliate shall require all volunteers who have or will have contact with minors to complete a volunteer application, substantially in the same form included as **Exhibit A** to this Agreement. The Affiliate shall: i) not knowingly engage any employee, coach, independent contractor or volunteer who has been convicted of or found to be a child sex offender; and ii) immediately, upon discovery by the Affiliate, terminate the services of any

employee, coach, independent contractor or volunteer who has been convicted of or found to be a child sex offender.

- t. The Affiliate understands and agrees that it is solely responsible for determining whether any staff member, employee, independent contractor, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Park District is not responsible for any hiring or retention decision.
- u. The Affiliate shall adhere to the Americans with Disabilities Act (“ADA”) and shall make reasonable accommodations for all individuals with disabilities. Park District staff, with the assistance of the North Suburban Special Recreation Association (“NSSRA”), will work with the Affiliate to comply with ADA requirements.
- v. The Park District reserves the right to survey participants of the Affiliate’s program as deemed necessary.
- w. Cost for maintenance of Park District equipment and/or facilities will be charged to the Affiliate as listed in Section IV of this agreement.
- x. The Affiliate shall comply with all applicable codes, laws, ordinances and regulations of the Park District, Village of Northbrook, Cook County, the state of Illinois and the federal government.
- y. Notwithstanding anything herein to the contrary, the Affiliate shall comply with, and require all of its employees, participants, contractors and invitees to comply with, all applicable health and safety laws, rules, regulations, orders, guidelines, or guidance from any source with jurisdiction over either Party, including but not limited to, safety laws, rules, regulations, orders, guidelines, or guidance promulgated by the Centers for Disease Control and Prevention, the Illinois Department of Health, the Illinois Department of Commerce and Economic Opportunity, Cook County Health Department and any national body Northbrook Baseball aligns with. In the event a conflict exists between any federal and state health rules, the Affiliate shall comply with the more stringent requirements.

II. Facility Use

- a. Each January the Affiliate and the Park District will have a meeting to allocate field space for the season. Field allocations will be based on previous field use and registration estimates.
- b. During each year of this Agreement, the affiliate shall make all requests to use Park District fields, including a detailed game and practice schedule by March 15. Travel league schedules are due by May 1. Requests for additional field use must be submitted to and approved by the Park District prior to the Affiliate scheduling any activities. The Park District shall use its best efforts to accommodate the Affiliate’s field requests, however, all Park District programs and leagues shall have priority scheduling for the use of any Park District fields over all Affiliate organizations.

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- c. The Affiliate's use of the ballfields shall be consistent with this Agreement and the Facility Rental Agreement entered into between the Park District and the Affiliate on an annual basis. The Facility Rental Agreement is incorporated herein by this reference. If there are any conflicts between the Facility Rental Agreement and this Agreement, the terms and provisions of this Agreement shall prevail.
- d. The Park District will determine if the current weather conditions and/or field conditions permit use of Park District and local school ball fields. The Park District will contact the Affiliate by 3:30pm on weekdays and 8am on weekends with field conditions. The weather application will be updated as necessary. The Affiliate may check the Park District Rainout Line application for updated field conditions. If Affiliate determines that fields become playable at a later time, the decision to override the Park District's field condition reports may be made, however any damage and cost of repairs cause by the Affiliate's (and not any other party's) use of the fields, if any, will be charged to the Affiliate at an overtime rate of time and a half. Should the Affiliate choose to override the Park District's field condition report, the Affiliate must notify the Park District liaison prior to use. For purposes of clarification, Affiliate will be responsible for any extraordinary damage to the ball fields caused by its use following the Park District's determination that such fields are unplayable but shall not be responsible for "ordinary wear and tear" to such ball fields, which the Park District acknowledges is a seasonal occurrence.
- e. If field conditions are not playable, especially during and after rainfall, the Affiliate may practice on adjacent open grass space if areas are playable and will not cause damage. For purpose of clarification, Affiliate will be responsible for any extraordinary damage to the grass area cause by its use follow the Park District's determination that such fields are unplayable but shall not be responsible for "ordinary wear and tear" to such areas, which the Park District acknowledges is a seasonal occurrence.
- f. The Park District shall mow and line each field on a weekly basis during the period of Affiliate's permitted use for a given season. If weather conditions prohibit the mowing or lining of a field on its regularly scheduled date, the Park District will use its commercially reasonable efforts to mow and/or line such field on the first available day after the missed date.
- g. The priority rank for facility/room scheduling at the Park District will be as follows:
 - i. Park District Programs/Meetings
 - ii. Affiliate Groups
 - iii. Outside Groups/Renters
- h. The Park District reserves the right to utilize the Affiliate's approved field time and room use for Park District programs and events. In such case, the Park District will provide the Affiliate at least two (2) weeks prior to any such program or event.
- i. The Park District reserves the right to cancel the Affiliate's field time and room use at any time due to an emergency, maintenance requirements, weather conditions, in order to protect the health, safety and welfare of the public, or for any other unforeseen

circumstance. In such cases, the Park District will provide the Affiliate as much notice as possible.

- j. It is the sole responsibility of the Affiliate to determine whether each facility, field, or location is safe and/or appropriate for its intended use. The Affiliate shall inspect the field and any rooms to be used by the Affiliate prior to and after each use and shall promptly report any unsafe condition to the Park District. The affiliate is responsible for ensuring that bases and pitching mounds are securely anchored before all games and practices. The Affiliate shall remove and store all equipment at the conclusion of each use.
- k. At no additional charge, the Park District will provide the Affiliate use of meeting rooms at a Park District Facility for up to twenty (20) dates for Affiliate functions (meetings, fittings and registrations). The Affiliate shall schedule all requests for use of such rooms with the Park District and shall be responsible for payment of any Park District services requested in the Affiliate's use of the rooms. In the event any room is damaged or requires more than routine clean-up due to the Affiliate's use, the Affiliate shall be responsible for all costs and expenses to repair the damage and clean up the room to the condition it was prior to the Affiliate's use. The Affiliate shall pay the standard rental rates for all Affiliate functions at Park District facilities beyond the twenty (20) rentals.
- l. The Park District's use of all rooms at the Park District facilities takes priority over the Affiliate's use and the Park District retains the right to move, cancel or reschedule the Affiliate's use of the rooms based upon Park District needs.
- m. The Affiliate is solely responsible for providing supervision and security services, as needed, for all Affiliate activities pursuant to this Agreement.
- n. The Park District does not assume any responsibility, care, custody or control of any Affiliate property or equipment brought upon or store upon Park District property. The Affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored upon Park District property. The Park District is not responsible or liable for any damage to, destruction, theft or misappropriation of any Affiliate property or equipment brought onto, used or stored on Park District property.
- o. The Park District will provide one storage box at each permitted site for Affiliate's use.
- p. At its discretion, the Park District may move the contents of any Affiliate storage area and store said contents in another location if the storage area is needed for Park District programs. The Park District will notify the Affiliate if this becomes necessary. The Parties will review storage needs and standards annually.
- q. The Affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies and procedures. The Affiliate shall comply with and cause all of its employees, participants, contractors and invitees to comply with all Park District and ball field policies and procedures for operating baseball and related programs.

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- r. While using Park District and school facilities, the Affiliate is responsible for following the Park District's severe weather protocol, attached hereto and incorporated herein as **Exhibit B**. Affiliate shall provide, at its sole cost and expense, annual lightning warning system training for employees, volunteer coaches and officials.
- s. No use dates will be provided to the Affiliate from the Park District by February 15.
- t. The Affiliate shall adhere to all Park District dugout procedures.

III. Golf Outing at a Park District 9-hole or 18-hole Course

- a. If the Affiliate wishes to provide a golf outing on any of the Park District's courses during the week for any purpose, the following applies:
 - i. The event can be scheduled anytime, but the date must be secured two (2) months in advance.
 - ii. Regular tee times are available and applicable resident rates will apply.
 - iii. The Affiliate has the option of playing 9 or 18 holes.
 - iv. Special promotions or contests can be offered for applicable fees.
 - v. Course events and tournament scoring can be provided upon request.
 - vi. Cancellations must be ten (10) business days prior to the event or applicable greens fees may be charged.
 - vii. The Park District's food and beverage operator must be used for one meal (outside food and beverage vendors are prohibited).
 - viii. Course rules and regulations will apply.

IV. Rental/Usage Fee

- a. The Affiliate agrees to and shall pay the following fees and charges to the Park District:
 - i. Non-resident fee of \$25 per season for each Affiliate participant who does not reside within the Park District's corporate boundaries. The Affiliate shall submit payment of all non-resident fees, along with the list of all participants and their respective addresses, upon completion of registration and, in no event shall payment of the non-resident fee be paid later than November 15 of each year of this Agreement.
 - ii. Lighting costs will be billed at \$10/hour for the Term and any Renewal Term of this Agreement, however, this amount may be adjusted upon a lightning cost analysis scheduled by the Park District. The Affiliate will be notified of any change in fees prior to December 31 of each year. The Affiliate will be provided a code to operate the field lights and will be responsible for turning lights on and off daily. The Park District will bill the Affiliate at the end of the Affiliate's season for actual time usage of the lights.
 - iii. Each field prep will be billed at \$72/field in 2024, \$78/field in 2025 and \$82/field in 2026. The Park District will determine whether the field should be prepped each day and charge accordingly at the conclusion of the season. The Park

District will evaluate this rate for all subsequent seasons for the duration of this agreement; any change to this rate will be provided by November 1.

- iv. Additional field mowing (if requested) will be billed to the Affiliate per field (at costs) at the end of the Affiliate's season. Rates are determined by mowing contract. Mowing contract will be provided on a yearly basis or if rates change.
- v. The Affiliate will be charged all direct costs associated with any tournament or special event.
- vi. Affiliate will be charged \$25 per non-Affiliate team participating in any tournament hosted by the Affiliate.
- vii. Affiliate will be sent an invoice at the conclusion of each season and payment is due within thirty (30) days.
- viii. The Affiliate agrees to provide twenty-four (24) hours' notice for all cancellation or additions, other than for inclement weather and will not be charged for preps made by Park District. If the Park District prepped a field and the field is unplayable due to weather, cost will not be charged to the Affiliate. The Park District will bill the Affiliate at the end of the Affiliate's season for this charge.
- ix. Portable mounds that were purchased by the Affiliate will coordinate distance to home plate within and will be moved by members within the organization. The Affiliate is required to move the mounds back after practices and games to the default distance set by the park district.
- x. Charges for portable restrooms for parks used primarily by Affiliate will be reimbursed by Affiliate. The Park District will bill the Affiliate for all such portable restroom charges at the end of the Affiliate's season. Rates are determined by the portable restroom agreement and will be provided on a yearly basis or if rates change.
- c. The Affiliate shall not be charged for use of Park District outdoor open spaces for in-season team practice sessions. The Affiliate shall pay the then current regular rental rates, as published by the Park District for any use of outdoor space for Affiliate programs, events, camps or clinics which are not part of the Affiliate's in-season team practice and require an additional fee for participants.

V. Advertisement

- a. One time per calendar year, Affiliate can be included in the Park District e-newsletter to advertise either tryouts or registration for a house league. Information must be submitted 10 business days prior to the email for approval. Dates will be provided by the Park District liaison.

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- b. Affiliates may place yard signs advertising tryouts or registration for house league on Park District property (not easements or parkways) for up to 2 weeks. Signage must be approved, and the Park District notified prior to posting (allow two weeks). An email with preferred locations must be set requesting permission to the Park District liaison one week prior to installation. Affiliate is responsible for removal after two weeks; remaining signs will be disposed of promptly.
- c. Affiliate may place handouts/fliers at Park District facilities (Leisure Center, Sports Center and Techny Prairie Activity Center) for 4 weeks to advertise tryouts, registrations, or events. Materials must be approved prior to being displayed. Items should be delivered to the Park District liaison for distribution.
- d. Affiliate banner may be hung in at least one Park District location for up to two weeks to advertise tryouts or registration for a house league. Banners will be supplied by the Affiliate but must be approved by the Park District prior to printing and meet the dimensional requirements per location. Banner will be installed and removed by the Park District.

Designated locations are based on availability and is at the discretion of the Park District. Sign locations include Wood Oaks Green Park (near entrance), on Landwehr (south of Dundee – not on corner), corner of Meadow and Shermer Roads, Meadowhill Park (northeast ballfield fence – west of parking lot), Techny Prairie Park and Field – Ballfield #27 fence, and Sports Center rotunda or pool fence near entrance.

- e. All banners, fliers, and printed materials displayed on Park District property should include “An Affiliate of the Northbrook Park District”.
- f. The Park District will provide a link to the Affiliate’s website on the Park District website.
- g. The Affiliate must submit a written request to the Park District seeking approval to host vendors at tournaments. Any approved vendor must provide the necessary insurance, as provided herein, and permits and shall comply with all applicable Park District policies, rules, regulations, guidelines and standards to operate on Park District property.
- h. The Affiliate shall submit a written request to the Park District seeking approval of any fundraiser held on District property, at least thirty (30) days prior to the event. The Affiliate shall be responsible to pay for all applicable special event licenses, fees and costs, including but not limited to ice, or room rental fees for the event.

VI. Insurance and Indemnification

- a. The Affiliate shall procure and maintain, for the Term and any Renewal Term 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 Affiliate’s activities:
- b. Commercial General and Umbrella Liability Insurance

- a. The Affiliate 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.
- b. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, 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.
- c. 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 Affiliate's insurance and shall not contribute to it.
- d. The CGL policy must include individuals for athletic participation.
- e. 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 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 Affiliate's use of any Park District property or facility.

II. Business Auto and Umbrella Liability Insurance

- a. If applicable, the 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.
- b. 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.

III. Workers' Compensation Insurance

Reviewed by Robbins-Schartz 2023

- a. If applicable, the Affiliate shall maintain Workers' Compensation and Employer's Liability Insurance. The commercial umbrella and/or employer's 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.

VII. General Insurance Provisions

a. Evidence of Insurance

- i. Prior to exercising any rights under this Agreement, the 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.
- ii. All certificates shall provide for thirty (30) days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.
- iii. Failure of the Park District to demand such certificate(s), endorsement(s) 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.
- iv. The Park District shall have the right, but not the obligation, of prohibiting the 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.
- v. Failure to maintain the required insurance may result in termination of this Agreement at Park District's option.
- vi. The Affiliate shall provide certified copies of all insurance policies required above within ten (10) days of the Park District's written request for said copies.

b. Acceptability of Insurers

- i. 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

- i. If the 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.

d. Deductibles and Self-Insured Retentions

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

e. Contractors

- i. The Affiliate shall cause each contractor employed by Affiliate to provide services, relative to or in association with this Agreement, to purchase and maintain insurance of the type specified herein. When requested by the Park District, the Affiliate shall furnish copies of certificates of insurance evidencing coverage for each contractor.

f. Indemnification

- i. To the fullest extent permitted by law, the 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 (a) the conduct or management of Park District property or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the Park District's property during the Term and any Renewal Term of this Agreement by the Affiliate or associated with any Affiliate activity pursuant to this Agreement; (b) any act, omission, wrongful act or negligence of the Affiliate or any of the Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors or subcontractors acting for or on behalf of the Affiliate or in conjunction with an Affiliate activity; (c) any accident, injury, or damage whatsoever occurring in, or upon any Park District property or facility as a result of the Affiliate's use of the 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 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 Affiliate's breach of any of its obligations under or the Affiliate's default of any provision of this Agreement.

VIII. No Third-Party Beneficiary

- a. 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. Term and Termination

- a. The term of this Agreement shall commence on the date the last Party executes this Agreement and shall end on March 31, 2027 (the "Term").
- b. The Park District retains the right to alter the terms and conditions of this Agreement or to immediately terminate this Agreement at any time and for any reason including, but not limited to, misconduct of the Affiliate or for misuse of property, for purposes deemed necessary for public health, safety, or welfare, or preservation of property, if termination serves the interests of the public or because the Affiliate has breached any of its obligations under this Agreement.
- c. The Affiliate may terminate this Agreement by providing a minimum of forty-five (45) days' prior written notice to the Park District.
- d. Upon termination of this Agreement for any reason, the Affiliate shall pay the Park District for any outstanding fees and/or monies owed to the Park District and shall promptly reimburse the Park District for the same.

X. Annual Meeting

- a. An "end-of-the-season" meeting may be held in October of each year for the Park District and Affiliate to review the season and discuss upcoming needs and changes, including but not limited to any Rental Fee adjustments. At a minimum, the meeting will include the Affiliate Director, Affiliate Board President, the Park District Recreation Supervisor and the Division Manager.

XI. Miscellaneous

- a. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or the Affiliate, and/or any of their respective officials, officers and/or employees.
- b. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois. In any suit or

action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

- c. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement, or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.
- d. This Agreement is non-assignable in whole or in part by the Affiliate, and any assignment shall be void without prior written consent of the Park District.
- e. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.
- f. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.
- g. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.
- h. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by electronic mail, upon confirmation of receipt; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Affiliate:

Northbrook Baseball
2412 Woodlawn
Northbrook, IL 60062
Email: terp1302@gmail.com

If to the Park District:

Northbrook Park District
545 Academy Drive
Northbrook, Illinois 60062
Email: eloftus@nbparks.org

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

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

Reviewed by Robbins-Schartz 2023

Affiliate:

Northbrook Baseball
Scott Lerner – 773-750-8288

By: Title: CommissionerDate: 4/16/24

Park District:

Northbrook Park District

By: Title: EXECUTIVE DIRECTORDate: 4/16/24

Exhibit A

All current and prospective volunteers must answer the following questions:

1. Have you been convicted of a child sex offense? Yes: _____ No: _____
2. Have you ever been determined to be a child sex offender? Yes: _____ No: _____

I understand that if I am convicted of, or found to be, a child sex offender after the date of this Application I am required by law to immediately disclose the conviction or status determination to the Northbrook Baseball.

Volunteer, Northbrook Baseball

Dated this _____ day of _____, 20__

Exhibit B

Severe Weather Protocol

The Northbrook Park District has two lightning warning systems within the District. One is located at Heritage Oaks Gold Clubs with ancillary units at West Park and Wood Oaks Green Park. The other unit is located at Village Green with ancillary units at Meadowhill Park and Techny Prairie Park and Fields. The Northbrook Park District strives to provide a safe environment for participation in all activities.

Location of the Units

- **Techny Prairie Park and Fields:** strobe light located on a post next to Techny Prairie Activity Center
- **Village Green:** strobe light located on top of the Village Green Center
- **Meadowhill Park:** strobe light located on top of the Chalet next to the Velodrome
- **Heritage Oaks:** strobe light located on the clubhouse, on the pump house near 17th hole, #5 green/#11 tee on the 18-hole course, and pumphouse on the Legact-9 course
- **West Park:** strobe light located on the Sports Center roof (NE corner)
- **Wood Oaks:** strobe light located on the south side of the tennis building in the middle of the park

The lightning warning system will activate when there is an immediate lightning threat in the area. When this occurs, you must seek shelter immediately. The unit will deactivate when the immediate threat has passed. After the threat has passed and the siren and strobe are no longer seen or heard you may resume outdoor activities.

Activation (an immediate lightning threat is present)

- One uninterrupted (15-second) siren will sound and a strobe will flash.

Deactivation (the system has determined conditions are safe)

- Three 5-second blasts will sound, and the strobe will go off.

Testing

- Testing takes place on Tuesdays at 9:30am for the Lightning systems. Be sure not to confuse testing with an actual alarm! Testing will not take place if there is threatening weather.

Be vigilant in monitoring threatening weather and always err on the side of caution. Seek shelter immediately if:

- You hear one long siren.
- You hear thunder (regardless of siren).
- You see lightning (regardless of siren).

In cases of a severe weather emergency where there are no shelter/structures available, be sure you:

- Don't stand under a natural lightning rod (i.e., tree)
- Don't touch pooled water; stop all water activities
- Temporary Shelters or tents should not be used as storm shelter
- Stay away from metal objects like fences & golf clubs
- Avoid using the telephone except in emergencies
- In open fields, seek low areas. If you feel or see hair stand on end, squat down and stand only on the balls of your feet, grab your knees and bend forward. Do not lie flat on ground.

Reviewed by Robbins-Schartz 2023

30/30 Lightning Safety Rule

- Go indoors if, after seeing lightning, you cannot count to 30 before hearing thunder. Stay indoors for 30 minutes after hearing the last clap of thunder.

Reviewed by Robbins-Schartz 2023



Skokie Park District AFFILIATE AGREEMENT

Skokie Youth Basketball, Baseball/Softball Ltd.

The Affiliate Agreement ("Agreement") is made at Skokie, Illinois as of this 1st day of April, 2012 by and between the Skokie Park District and Skokie Youth Basketball, Baseball/Softball Ltd..

The Skokie 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 Skokie Youth, Ltd. (hereafter "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 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 Affiliate shall provide its own leadership, structure, and must delegate operational responsibilities to its membership. The *utilization* of Park District Staff and Administrative Services shall be subject to the approval of the Executive Director.
2. The Affiliate shall conduct its own financial business and be financially self-supporting.
3. The 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 51% of the members/participants of the Affiliate must be residents of the Park District.
 - c. Provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures, and

- d. Provide an annual audit or detailed report which documents the Affiliate's current financial standings, including operational revenues, expenditures and financial reserves.
 - e. Annually provide a list of officers and participants, including addresses and telephone numbers.
- 4. Activities sponsored by the Affiliate must demonstrate the following wholesome and worthwhile values of recreational and leisure pursuits:
 - a. The activity shall develop a sense of achievement and self-respect.
 - b. The activity should stimulate creativity while developing new skills.
 - c. Benefits shall include the improvement of physical health and general well-being of its participants.
 - d. The activity should provide for interesting, challenging and exciting experiences.
 - e. The nature of the activity should enhance avenues of socialization.
 - f. The existence of the organization shall be of value to the residents of the Skokie Park District.
- 5. The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively "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 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 Affiliate activity will be the Affiliate's sole responsibility and not the Park District's. Also, it is understood that the 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 Affiliate will be solely responsible for its own actions. The Park District will in no way defend the Affiliate in matters of liability.
- 6. The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Park District.
- 7. The 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 Affiliate's activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
- 8. Registration for membership/try-outs must first be open to all residents of the Park District up to the group's registration deadline.
- 9. The Affiliate must adhere to the inclusion policies governing public recreation programs as set forth by the Americans with Disabilities Act (ADA). Reasonable accommodations for inclusion of all participants must be provided for at the Affiliate's own expense.

10. The 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 Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, creed, sex, religion, national origin or ancestry, citizenship status, sexual orientation, age (except as an appropriate division of programming levels for youth athletics programming), marital status, physical or mental handicap unrelated to ability, unfavorable discharge from military service, or any other protected characteristic as established by law.
11. The Affiliate, if offering recreational or competitive athletics programming, must demonstrate through their individual by-laws, rules or special documentation that they are committed to the ongoing training and education of players, coaches, parents and spectators in the areas of sportsmanship, fair play, sporting and competitive structure and sport-specific coaching education. Park District makes no recommendation as to which local, regional or national program(s) each Affiliate may choose as their preferred educational and/or training tool(s). Each Affiliate must agree to provide documentation of training by providing meeting dates and/or meeting minutes and/or participation rosters to the Park District and/or the Board of Park Commissioners upon request. Affiliate, under all circumstances, shall have no less than thirty days to comply with any such request(s).
12. The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. The Affiliate must submit a written request to and attain written approval from the Executive Director of the Park District to enter major sponsorship agreements with potential third party partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any major sponsorship agreement that may not be in the best interest of the Park District.
14. The Affiliate agrees to annually conduct criminal background checks for all employees and volunteers eighteen years of age or older who directly supervise individuals under the age of eighteen. The Affiliate Organization is solely responsible for determining whether any conviction shall disqualify an employee or volunteer. The Park District shall serve in an administrative capacity only and process and pay for those criminal background checks required by this Agreement.
15. The Affiliate agrees to cross-reference any and all employees and volunteers with the state and/or local Child Offender Database.
16. The Affiliate understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Park District is not responsible for any hiring or retention decision.
17. The Affiliate must provide the name and contact information of a primary liaison to the Park District for the purpose of communications regarding specific programs.
18. The Affiliate shall adhere to all ordinances governing the use of Park District owned or controlled property, and are expected to acquire the required permits for all activities and functions as prescribed in Section D of the Park District ordinance, specifically as those permits relate to the usage or sale of alcohol on Park District property, and the sale of goods or services by the Affiliate itself or by any third party vendor on behalf of the Affiliate on Park District property.

II. Facility Use

1. Requests shall be made at least three months in advance to ensure availability. Park District programs take precedence. The Affiliate will receive a discount rate and priority for use of fields, courts, rooms or other Park District facilities. Priority scheduling will be as follows:
 - a. Park District Programs
 - b. Affiliate/Partnership Organizations
 - c. Outside Groups
2. It is the sole responsibility of the Affiliate to determine whether any facility, field, or location is safe and/or appropriate for any intended use.
3. The 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.
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 Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
6. The Park District does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Park District property. The 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 Affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
8. 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.

III. Registration

The Affiliate shall adhere to the following guidelines if they choose to utilize the Skokie Park District for the purpose of registration of participants:

- a. Dates for the start and conclusion of participant registration may not be finalized without authorization from the Park District.
- b. Any and all registration materials to be disseminated to the public must be approved by the Park District prior to distribution in the community.
- c. Any and all refund policies must be clearly presented on all registration materials and strictly adhered to. Refund policies must include circumstances under which full or partial refunds will or will not be given. Refund policies must also include information on the proper procedure(s) for requesting a refund. The Park District shall not accept or honor any refund request made related to an Affiliate's program.

- d. Any Affiliate that chooses to offer scholarships must provide the Park District with documentation of scholarship application and award policies and procedures, as well as an appropriate application form which will be distributed to applicants. Affiliate is not required to provide scholarship information on registration forms.
- e. Registrations may not be accepted directly by the Affiliate. All registration for Affiliate's programs must be processed through the Park District.
- f. Payment(s) and or transfer(s) of funds to the Affiliate from the Park District of program registration revenues shall be less any administrative and/or field services fees assessed by the Park District for the individual program. All payment(s) and or transfer(s) of funds to the Affiliate from the Park District must be approved in writing by the Affiliate's Treasurer, or an otherwise delegated and previously identified officer of the Affiliate.

Administrative/User Fees

The Affiliate agrees to remit an administrative fee to the Park District for the Park District's provision of registration services and promotion of the Affiliate in the Park District's seasonal programming guide(s).

- a. All administrative fees shall be assessed on a per participant, per season basis and unless otherwise agreed will be assessed by the Park District and deducted from any registration fees owed to the Affiliate at the conclusion of the applicable program's registration period(s).
- b. Affiliate will be assessed a \$5 per participant, per season administrative fee.

The Affiliate agrees to remit a field services fee to the Park District for the Park District's provision of athletic field maintenance services.

- a. All field services fees shall be assessed on a per participant, per season basis and unless otherwise agreed will be assessed by the Park District and deducted from any registration fees owed to the Affiliate at the conclusion of the applicable program's registration period(s).
- b. Affiliate will be assessed a \$5 per participant, per season field services fee.

The Park District reserves the right to adjust these fees on an annual basis by providing the Affiliate at least 90 days prior to the annual renewal date of the Agreement.

Advertisement

The Park District will serve as a viable referral system.

The Park District will assist the Affiliate in promoting their programs/services through the distribution of brochures, flyers, and posters, and use of the District's marquee lighted information signs. The opportunities are provided without risk of interference or the impendance of routine/daily operations.

3. If the Affiliate is assessed an administrative fee, the Park District will provide the Affiliate with a maximum of one full page of advertising in their seasonal programming guide. The Affiliate is responsible for providing information for the advertisement, and the Park District will design the advertisement with consultation of the group. A copy of the Park District's production timeline, which established deadline for promotional copy, will be given to the group on an annual basis.

VI. Insurance and Indemnification

The 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 than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

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

If 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 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 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 Affiliate's liability policies do not contain the standard ISO separation of insureds 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 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 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 Affiliate or any of the 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 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 Affiliate's breach of any of its obligations under, or the Affiliate's default of, any provision of this agreement.

VII. Other

1. The Park District will provide a staff liaison to represent the interests of the Affiliate Organization to the District.
2. The Affiliate will extend an invitation to the Staff/Board representatives of the Park District to attend their annual meeting. This forum will provide a vehicle to evaluate services, acquire technical assistance and provide input within the park district and to coordinate facility use.
3. The Park District may make available to the Affiliate the opportunity to utilize professional staff expertise, equipment, storage facilities, computerized mailing labels, operational logistics, and other in-kind services. These opportunities will be provided without risk of interference or the impedance of routine/ daily operations.

IX. 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.

X. Termination and Duration

a.

The initial term of this Agreement shall commence on the date hereof and end on December 31, 2009. 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.

- 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 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 Affiliate has breached any of its obligations under this Agreement.

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

- c. The 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 Affiliate by the Park District shall be promptly reimbursed.
- d. If an Affiliate, for any reason, chooses to terminate its existence, all funds, supplies and equipment shall be deeded to the Park District. This will be the case if no other provisions within the bylaws of the Affiliate supersede the distribution of same. The decision to liquidate and convey said items shall be presented in writing to the Board of Park Commissioners.
- e. It is the intention of the Park District to enable the Affiliate to provide programming services to distinct special interest groups. It is not the intention of the District to provide an Affiliate with an opportunity to fundraise beyond the needs of that programming effort. Affiliates who report substantial cash balances will need to outline a plan for the distribution of those funds appropriate to the needs of the organization. The existence of surplus funds with no plan for disbursement will jeopardize both the existing Agreement and the affiliate status of the organization.
- f. Failure to comply with any of the requirements of the Agreement by the end of the District's fiscal year will result in the designation of probationary status for a period of three months. If at the end of the three months the Affiliate fails to comply, all privileges and services provided by the Park District shall be terminated.
- g. If an Affiliate fails to meet or maintain the criterion for affiliate status and further fails to clear probationary status, the process of re-application and re-acceptance shall be required as noted in the District's Affiliate Guidelines.
- h. The Agreement may 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 AFFILATE REPRESENTATIVE

Signature
Mark Sproat, President Skokie Youth Softball
Ray Asher, President, Skokie Youth Baseball
As Its: President

Skokie Youth Baseball/Softball, Ltd.
7708 Laramie
Skokie, IL 60077
847-604-2715

SKOKIE PARK DISTRICT

Signature
Mark Schneiderman

As Its: Executive Director

Skokie Park District
9300 Weber Park Place
Skokie, IL 60077
847-674-1500

COLUMBUS SOCCER CLUB, INC.
2024 AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation in the State of Nebraska, and the Columbus Soccer Club, Inc., a non-profit corporation in the State of Nebraska, and hereby jointly and mutually agree as follows:

WHEREAS, Columbus Soccer Club, Inc., in coordination with AYSO and Columbus Adult Soccer League has proposed to provide soccer activities at Wilderness Park and has requested the City allow them the rights and uses of the facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for the Columbus Soccer Club, Inc. providing the acts and performance of various duties as set forth in Section No. 2 below at Wilderness Park.

1. *The City of Columbus hereby agrees as follows:*

- A) To provide the soccer facilities at Wilderness Park non-exclusively to Columbus Soccer Club, Inc. commencing after the City Council approval and terminating February 28, 2025. Non-exclusively means that the City of Columbus holds the right to schedule any activity at Wilderness Park as long as it does not interfere with already scheduled games or marked fields and activities through the Columbus Soccer Club, Inc.
- B) To allow Columbus Soccer Club, Inc. the ability to charge AYSO, Adult Leagues, and High School soccer for use of Wilderness Park as set out in Section 2.
- C) To allow Columbus Soccer Club, Inc., to charge reasonable fees for the utilization of the Concession Stand at Wilderness Park.
- D) To allow Columbus Soccer Club, Inc., to promote Wilderness Park in efforts to obtain sponsorships to make improvements at the facilities.
- E) To mow the fields one to two weekly, weather permitting when and if needed.
- F) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the soccer fields.
- G) To maintain the parking lot.
- H) To dispose of garbage during the course of the soccer season (March through October), as needed during regular working hours.
- I) To pay the electric, water, and sewer bills at the Wilderness Park Soccer facility.
- J) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
- K) To solicit input from the Columbus Soccer Club, Inc., for projects funded by the City during the planning and construction phases of any major field and concession renovation projects or additions.
- L) To consult with all parties prior to making any significant improvements or changes to Wilderness Park and its facilities.
- M) To provide support for those projects and improvements being done by Columbus Soccer Club, Inc. All projects and improvements must be approved and scheduled with the City prior to construction start.
- N) To provide forms for all coaches, referees, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.

- O) To pay for all background checks for city teams and organizations.
- P) To provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to Columbus Soccer Club, Inc., purpose.
- Q) To keep other background checks confidential.

2. *Columbus Soccer Club, Inc., in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:*

- A) As to AYSO and Columbus Adult Soccer League and the EPIC League:
 - a. To give priority usage to AYSO on Saturdays until 2:00 PM during their season between August 3rd-September 28th, 2024. Further, to allow AYSO the ability to conduct practices at Wilderness Park during its season.
 - b. To give priority usage on Sunday evenings to Adult Soccer League during their season that runs Mid July-Mid October 2024, with the exception of the Columbus Soccer Club Harvest tournament in October. Further, to allow the Adult Soccer League the ability to conduct practices at Wilderness during its season.
 - c. To give priority usage to the EPIC League (for disabled children and adults) during its season on the under eight fields on weeknights from 5:30 pm to roughly 8:30 pm during August and September.
 - d. All organizations must go through the Columbus Soccer Club, Inc.'s, President for field game and practice scheduling. Columbus Soccer Club has the right at its discretion to close the facility and/or cancel practices and games due to weather or field conditions or shall do so at the direction of the City of Columbus.
- B) To pay all expenses required herein, and other organization expenses, from the any collected revenues. The program expenses are estimated to be \$40,000 annually.
- C) To charge following to the organizations for use of Wilderness Park:
 - a. High School Soccer:
 - i. \$1,750 flat fee per high school if paid by March 15, 2024, or \$125 per Varsity and JV games at Wilderness Park.
 - b. Columbus Adult League Memorial Weekend Soccer Tournament:
 - i. \$35/games for 7v7 or 9v9 fields
 - ii. \$50/games for 11v11 fields
 - iii. Adult League will be responsible for finding their own referees and maintaining and cleaning the bathrooms during the tournament as city staff are not on site during the weekend. Trash cans also need to be emptied to the dumpsters throughout the weekend.
 - iv. The Columbus Adult League would need to work with the concession stand operator to utilize the concession stand. The operator is responsible for stocking the concession stand, and the adult league would receive a portion of the profit (25-35%) if they find volunteers to work it during the tournament.
 - c. Columbus Adult League (Fall-8 Weekends)
 - i. \$35 per game or practice for 7v7 or 9v9 fields
 - ii. \$50 per game or practice for 11v11 fields
 - iii. Any practice shall be coordinated with the Columbus Soccer Club, Inc., President prior to being conducted.

- iv. Columbus Soccer Club, Inc., shall set up and prep fields each week (field striping, goals, nets, etc.). The Columbus Adult Soccer League would need to work with the concession stand operator to utilize the concession stand. The operator is responsible for stocking the concession stand, and the adult league would receive a portion of the profit (25-35%) if they find volunteers to work it during their league.
- d. AYSO (Fall-8 Saturdays)
 - i. \$20 per game or practice for U6 and younger games.
 - ii. \$25 per game or practice for U8.
 - iii. \$35 per game or practice for U10 and above games.
 - iv. \$50 per game or practice for any division that plays on a full size 11x11 field.
 - v. Any practice shall be coordinated with the Columbus Soccer Club, Inc., President prior to being conducted.
 - vi. Columbus Soccer Club, Inc., shall set up and prep the fields each week (field striping, goals, nets).
 - vii. AYSO will have input on field selection and usage for games and practices for its season and AYSO shall sign off on the field map.
- e. EPIC League (Fall 4 weeknights)
 - i. There will be no fee charged to this organization.
 - ii. Any practice shall be coordinated with the Columbus Soccer Club, Inc., President prior to being conducted.
- D) To provide the City of Columbus-Parks and Recreation Department with up-to-date schedules of the daily activities/events at Wilderness Park. This schedule will include, but is not limited to: Columbus Soccer Club, Inc., practices/games/events/tournaments, AYSO practices/events/games, Columbus Adult Soccer League practices/games/events/tournaments, and all High School practices/games.
- E) To immediately adjust scheduling, and the frequency and intensity of use of Wilderness Park and its facilities according to directive of the City of Columbus. Columbus Soccer Club acknowledges that the City of Columbus has at any and all times the sole authority to dictate the play and intensity of use at Wilderness Park and its facilities and require these to be changed.
- F) To provide the City of Columbus with a Certificate of Liability upon execution of this Agreement. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate and liability coverage on all equipment and vehicle used to maintain the field(s). The City of Columbus does not provide any coverage for anything owned or placed at the facility by Columbus Soccer Club, Inc., AYSO or Columbus Adult Soccer League including the equipment or vehicles. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract Columbus Soccer Club, Inc., agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of Columbus Soccer Club, Inc., AYSO, Columbus Adult Soccer League, or its members, invitees, volunteers use of the facilities.
- G) All organizations utilizing Wilderness Park will provide the City of Columbus with liability insurance before Columbus Soccer Club, Inc.
- H) To prepare/mark the fields for all the organizations utilizing Wilderness Park and to make sure the organizations have access to Wilderness Park. Columbus

- Soccer Club, Inc., is responsible for purchasing supplies, equipment, and paint to prepare the fields for activities.
- I) To oversee the daily operation of Wilderness Park and make sure the facility is in good condition. Will clean any trash left lying around the facility.
 - J) To properly clean the restrooms and toilet facilities at Wilderness Park when there are events on the weekend. The City of Columbus is responsible for cleaning the restrooms during the week.
 - K) To turn 'on & off' the 'caution' traffic light on 18th Avenue whenever there is an organized activity at Wilderness Park (Light switch is on the outside, south side of the pump house).
 - L) To pay for Wilderness Park to be fertilized.
 - M) To pay for overseeding and at a minimum of one field is to be overseeded.
 - N) To pay for the upkeep and purchase of the soccer goals at Wilderness Park and these goals shall become the property of the City of Columbus.
 - O) Columbus Soccer Club, Inc will dedicate \$5,000 of funds to making improvements (goals, benches, tables, signs, etc.) to Wilderness Park or as funds are available. This will not include the fertilizer/overseeding. Columbus Soccer Club, Inc., will consult with the City of Columbus before making any improvements. All such improvements made and purchases made by Columbus Soccer Club, Inc., shall become the property of the City of Columbus.
 - a. Columbus Soccer Club, Inc., shall first consult with the City of Columbus before making any improvements or changes to or at Wilderness Park. Columbus Soccer Club, Inc., and further acknowledges and agrees that the City of Columbus has final say on approval or disapproval of any such improvements or changes to or at Wilderness Park.
 - P) To provide the City of Columbus with the Columbus Soccer Club, Inc., with its' organizational By-Laws.
 - Q) To provide the City of Columbus with the meeting minutes report from each Columbus Soccer Club, Inc., Board Meeting.
 - R) To provide the City of Columbus with a list of present Columbus Soccer Club, Inc., Board Members. Additionally, Columbus Soccer Club, Inc., will provide the city with contact information (name, phone number, and email address) of the Columbus Soccer Club, Inc., President and Field Coordinators as this will be the city's main point of contact for the Columbus Soccer Club, Inc.
 - S) To inspect the facility and report to the City any conditions which appear to create a danger to either participants or spectators.
 - T) Agrees that if the provisions that are listed above are not met, Columbus Soccer Club, Inc., does not have the City of Columbus' permission to use said facility.
 - U) The Columbus Soccer Club, AYSO, and Columbus Adult Soccer League, in cooperation with the City of Columbus, will work together in a way so as to jointly oversee Wilderness Park. Each of these entities will have proper representation within the organization to protect priority usage of the soccer complex during each entity's regularly scheduled seasons as have been held at Wilderness Park for several years. Each entity will have an equal opportunity to schedule events, voice concerns, and suggest improvements needed for the soccer complex. The 2024 facility use agreement shall be between the City and Columbus Soccer Club, Inc., with all entities included as part of that organization. In the event the organizations cannot reach an agreement by December 1st, 2024, the City will explore other options for operation and oversight of Wilderness Park.

Executed by:

Columbus Soccer Club, Inc

President Signature Date

Printed Name

Email Address

Phone Number

CITY OF COLUMBUS, NEBRASKA

ATTEST:

Mayor Date

City Clerk

**USE AND MAINTENANCE AGREEMENT REGARDING MIRACLE LEAGUE FIELD
FREEDOM PARK EAST LOCATION**

This Use and Maintenance Agreement Regarding the Miracle League Field Freedom Park East Location (“**Agreement**”) is entered into this 1st day of September, 2021 (“**Effective Date**”), by and between the Pleasant Valley Recreation and Park District (“**District**”) and the Miracle League of Camarillo, Inc., doing business as Miracle League of the 805, Inc. (“**Miracle League**”), a California nonprofit. The District and Miracle League are collectively referred to herein as the “**Parties**”.

RECITALS

A. Pursuant to authority granted by the Public Resources Code of the State of California, the District organizes, promotes and conducts programs of community recreation, and has established systems of recreation, recreation centers, parks, and athletic fields and related facilities. Miracle League is an active California non-profit corporation that provides organized athletic programs for persons with disabilities open to the residents of the District.

B. The District owns and operates Freedom Park (APN#230-0-030-145), a 33.85-acre park located at 275 E. Pleasant Valley Road in Camarillo. The park is located on a portion of the former Oxnard Air Force Base, and currently sits next to a mix of government properties including the Camarillo Airport and Ventura County Animal Shelter.

C. In 2009, the District began the development of a Freedom Park Master Plan to include the development of conceptual plans, design schemes, project phasing plan, and budget documents for the development of Freedom Park (“**Master Plan**”).

D. On February 3, 2010, the District Board accepted and approved the Master Plan. On June 2, 2010, the Board hired a consultant to begin Phase 1A (Veterans Field), Phase 2A (Bronco and Pony Fields), and a portion of Phase 2B (Bronco and Mustang Fields) of the Master Plan.

E. At the April 1, 2020, District Board meeting, the Board directed the District’s General Manager to explore a partnership with Miracle League to build a Miracle League baseball field at Freedom Park (“**Field**”). The Parties will enter into a separate Memorandum of Understanding governing the construction of the Field (“**MOU**”).

F. The Field will be located directly west of the District Park Services Office (480 Skyway Drive) and south of the planned future Shetland baseball field, in the location shown in Exhibit A.

G. The Parties now wish to enter into this Agreement to further define the terms of the use and maintenance of the Field.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the District and Miracle League, each for itself and its successors and assigns, intending to be fully and legally bound, agree as follows:

TERMS

1. BASIC PROVISIONS.

1.1 Recitals.

The foregoing Recitals are true and correct and are hereby incorporated by this reference.

1.2 Ownership of Field; Rights of Miracle League.

This Agreement concerns the Field, which shall be constructed by Miracle League in accordance with MOU. As used in this Agreement, “Field” includes all improvements on and to the Field, including but not limited to artificial turf, fences, bases, netting, dugouts, storage structures, and other structures and improvements on or next to the Field. Upon completion of construction and acceptance of the Field by the District, the Field shall be the sole property of the District. Miracle League shall have no ownership interest or any other property interest in the Field and shall have only those rights regarding use of the Field as are set forth in this Agreement or which are held generally by members of the public.

1.3 Term.

(a) Initial Term. This Agreement shall commence on the date approved by both parties with a term of ten (10) years running to ten (10) years from the completion of construction, unless earlier terminated (“**Initial Term**”).

(b) Annual Review. For the first five (5) years of the Initial Term, an annual review shall commence by July 1st where the District and Miracle League will review the terms of this Agreement and make any necessary, mutually agreed upon modifications to the terms that best support the intent, goals, interests and working processes of both organizations.

(c) Extension of Term. Provided that Miracle League is not in default of any of the terms and conditions of this Agreement, the Parties may agree (but are not obligated) to extend the term of this Agreement for successive ten (10) year increments, or any shorter period of time, on mutually satisfactory terms, if Miracle League gives the District written notice of its request to renew at least one-hundred eighty days before expiration of the then-current term.

(d) Termination. District may terminate this Agreement if Miracle League fails to cure a material breach of this Agreement following 60 days’ notice by the District (as further described in Section 5), or upon the occurrence of Miracle League’s inability to use the fields for longer than 12 months, following 30 days’ notice or if agreed upon by District.

(e) Effect of Termination. Upon termination of this Agreement, District shall retain all ownership and use rights to the Field, unrestricted by this Agreement, may use the Field for any purpose, and may remove or modify the Field, if desired, in its sole discretion.

1.4 Permitted Use.

(a) Use of the Field. Miracle League shall have use of the Field for all activities sponsored

by Miracle League as well as regular business of the Miracle League. Use of the Field by Miracle League shall be consistent with the Miracle League's stated mission and purpose of providing for the therapeutic recreational needs of residents in the District who have disabilities.

(b) Only Permitted Uses. Miracle League shall use the Field only for the permitted use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Miracle League shall not use or permit the use of the Field in a manner that is unlawful, dangerous, creates damage, waste, or a nuisance, or that causes damage to the neighboring premises or properties. Miracle League is responsible for remaining informed about laws and requirements applicable to use of Freedom Park, however District must provide Miracle League with a written copy of any changes made to the Freedom Park use requirements.

(c) Priority Use. The District shall give Miracle League priority use of the Field. Miracle League recognizes, however, that it is the desire of the District to use the Field for other activities specifically geared to persons with disabilities/special needs in addition to those planned and scheduled by Miracle League. These may include, but are not limited to, the following: (i) District sponsored leagues, drop-in play, tournaments, camps, and programs when the Field is not scheduled for use by Miracle League; and (ii) permits for other organizations of similar intent and use as Miracle League when the field is not scheduled for use by Miracle League. Should the District use or permit use of the Miracle League Field by anyone other than Miracle League, the District shall be responsible for the supervision and maintenance of the Field during such use.

(d) Field and Facility Allocation and Use Process. Miracle League shall follow a modified version of the District Field and Facility Allocation and Use process (“**FFAU Process**”) for scheduling activities at the Field, attached hereto as Exhibit B. The FFAU Process outlines allocation priorities and procedures for permitted use of District fields and facilities. The process provides organizations the exclusive use of a designated field or facility at a designated time, to the exclusion of all others while also considering activities, events and associated amenities taking place in the entire complex.

(e) Submission and Review of Schedule. Miracle League shall submit their scheduled activities twice per year for the Spring Season (January 1 – June 30) and Fall Season (July 1 – December 31). Twice per year, a Miracle League representative and a District Recreation Supervisor shall schedule an allocation review meeting to discuss, plan and mutually agree on specific schedules covering the use of the Field, required documentation, and any specific or new needs of the Field.

(f) Availability of Field to the Public. It is further understood by both parties that when the Field is not scheduled for use by Miracle League or other permitted uses as described above, the Field will not be available for open play by the general public.

(g) Availability of Field to District. District shall have use of Field, subject to availability. District shall request Field usage dates and times in writing from Miracle League a minimum of 15 days in advance in order to schedule the Field for any purpose other than Miracle League activities. In an effort to protect the integrity of the specialized field surface, Miracle League’s approval is required for District use of fields for any purpose other than activities specifically intended for persons with disabilities. At no time shall locks be installed on any entrance to the Field which would restrict access to the Field by the District without prior approval of the District.

(h) Ingress and Egress Rights. During the terms of this Agreement, Miracle League and

its invitees shall have ingress and egress rights over the District's vehicular and pedestrian walkways located at Freedom Park which provide access to the Field.

(i) **Restrooms.** Miracle League shall have use of District restroom facilities located adjacent to the Field during scheduled and approved Miracle League activities. Miracle League shall provide the District with seasonal game and usage schedules as described above for the District to ensure clean restroom facilities. Miracle League shall reimburse District a prorated cost per the District Board approved Fee Schedule for restroom cleaning which is above the normal cleaning schedule (1x per day) for league play. Should Miracle League engage in tournaments or other such extended activities, Miracle League shall reimburse the District per the approved Fee Schedule for restroom cleaning, trash and other items associated with extended activities.

1.5 Compensation and Maintenance of Parking Lot.

(a) **No Fees.** Miracle League will not be charged any fees for the use of the Field. The use of the Field and approved Storage Area in Exhibit C is provided in consideration of the private funds raised by Miracle League for the development, construction, and operation of the Field.

1. When the District authorizes the use of fields other than Miracle League activities and does so under a fee rental to the permittee, the District will place 50% of said fee into a liability account for replacement, maintenance, and wear to the specialized field surface.

(b) **Maintenance and Repair of Parking Lot.** The obligation for maintenance within the Skyway Drive U shall be borne mainly by the District; however, Miracle League shall remove trash and debris, as needed, from the parking areas that is left by any Miracle League participants, guests or invitees. Miracle League shall be responsible for all costs for repair and replacement of any of the Skyway Drive U Improvements that result from damages caused by Miracle League or any of their permittees. Miracle League will also be fiscally responsible, approximately every five (5) years, to pay the District to assist with Capital Repair/Replacement work performed on the U-Shaped parking Area located at Skyway Drive. The parties agree that Miracle League's contribution to this work is currently estimated at but is not limited to \$5,000 and that this amount shall automatically be increased by 10% each time that work is performed to offset the increased cost of such work overtime.

2. MAINTENANCE, REPAIRS, AND CONDITIONS OF USE.

2.1 Maintenance and Repair.

Miracle League shall maintain and repair the Field at its own cost. Miracle League shall notify District in writing of any needed repairs and hire licensed contractors approved by District. Maintenance to be provided by Miracle League includes, but is not limited to, maintenance of permanent facilities and equipment, providing trash bins and disposal of trash, and preparation of the fields for play as needed. Miracle League shall also keep and maintain the Field in a clean, sanitary and orderly condition.

a. Miracle League on an annual (July 1st) basis will deposit \$1000 into a liability account with the District for replacement cost of turf and other such capital items.

2.2 Trash Removal.

All papers, waste materials, and other debris on or next to the Field shall be picked up on a regular basis by Miracle League. Miracle League will reimburse the District \$25 monthly for their share of Freedom Park trash removal fee for the initial year of operation and this fee will be reviewed annually as part of the annual meetings to determine a future amount based on usage. Thereafter, Miracle League will be billed quarterly, and the payment is due within 30 days of receipt of an invoice from the District. This fee will be reviewed annually as part of the review process due to programming needs.

2.3 Hazardous Materials.

Miracle League may not use, store or dispose of any hazardous materials on Field or anywhere else in Freedom Park. “**Hazardous materials**” means any material described as a “hazardous material” or “hazardous waste” in any provision of state or federal law.

2.4 Financial Responsibilities of Miracle League.

Miracle League shall be financially responsible for the following: 1) all electrical service charges associated with use of the Field; 2) all gas and water service charges associated with use of the Field; 3) charges for providing appropriate trash receptacles and the removal of trash and debris resulting from use by Miracle League; 4) rodent and pest control maintenance costs associated with use of the Field to include but not limited to mesh insertions under the Field to address gopher control; 5) should the needs arise for additional fencing along the outfield of the Field to protect participants and spectators from any flying balls hit from the Shetland field located directly north of the Field; 6) any additional or necessary renters insurance for Miracle League storage building, shed and/or equipment; and 7) extra custodial and grounds maintenance costs associated with use of the Field. To the extent possible, all such charges shall be separately metered from District property with Miracle League paying for the installation of meters. If in the event separate meters cannot be installed, the District will bill Miracle League a pro-rated monthly fee, as reasonably determined by District, for the applicable service. If not paid by Miracle League within 30 days of billing, a 10% administrative penalty will apply.

2.5 Food and Beverage.

The direct sale or coordination of any food or beverage sales (e.g., food trucks) shall be governed by District Ordinance 8 General Use Policy. This policy mandates the requirement for a permit issued by the District authorizing any entity to make a profit while on District property. Applicable permit fees as established and approved by the District Board of Directors shall be paid and all permit requirements adhered to.

2.6 Damage and Repairs.

- (a) Miracle League shall not commit any waste upon the Field or adjoining District property, or any nuisance or other act or thing which may disturb use of nearby District property or facilities. In the event District property is damaged or destroyed as a result of use by Miracle League or its invitees under this Agreement, Miracle League shall reimburse the District for such costs as shall

be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. Miracle League shall make repair cost reimbursement to District within 30 days after billing. If not paid within 30 days of billing, a 10% administrative penalty will apply. The District may, at its sole option, upon application by Miracle League, permit Miracle League to repair such damage rather than reimburse the District for its costs in having the damage repaired.

- (b) In the event Miracle League property is damaged or destroyed as a result of District use under this agreement, District shall reimburse the Miracle League for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. District shall make repair cost reimbursement to Miracle League within 30 days after billing. If not paid within 30 days of billing, a 10% administrative penalty will apply. The Miracle League may, at its sole option, upon application by District, permit District to repair such damage rather than reimburse the Miracle League for its costs in having the damage repaired.

2.7 Alterations and Additions.

(a) Maintenance and Improvements. Miracle League shall maintain the Field consistent with the Site Plan (Exhibit A) in the MOU. Miracle League may not make any alterations, improvements, additions, or installations in, on, or about the Field without District's prior written consent. If during the term of this Agreement, modification or development of the Field, restroom facilities, storage areas, the Skyway Drive U area or any adjacent parking area to the Field is required to meet the needs of Miracle League, all costs incurred in such work shall be borne by Miracle League without contribution from the District, unless agreed upon by both parties that the District will share in the cost of the work. Upon completion of any improvements, Miracle League shall provide District with a list of all improvements made to the Field.

(b) Plans and Specifications. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the District for review prior to any work being performed by Miracle League. The District shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by Miracle League. If either Miracle League or the District so requests, a meeting shall be held between representatives of the Miracle League and the District to resolve problems or clarify matters related to the plans and specifications. If the District finds the plans and specifications to be acceptable, it shall advise Miracle League in writing, and Miracle League shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the District, Miracle League shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the District. All modifications, improvements, and additions performed by Miracle League shall be completed in strict accordance with the plans and specifications which have been approved by the District, using materials and construction techniques which are consistent with District and/or manufacturer design and building standards. Construction by Miracle League shall be in strict accordance with all local building codes and requirements.

(c) Inspection and Correction of Work. The District reserves for itself the right to inspect all such work performed by Miracle League or its contractors or agents. Accordingly, Miracle League shall plan and coordinate such work with the District to provide for such inspection. In the event

District inspections determine that work is not being performed in accordance with the plans and specifications, Miracle League shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and specifications, the District may, at its option, require termination of work on such modification or development, or the District may correct such deficiencies and all costs so incurred shall be paid by Miracle League within ten (10) days after submission of an itemized statement.

(d) Coordination of Work. During any modification, improvements or new additions, Miracle League shall assign a person to coordinate work being performed with District representatives. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

(e) District Work. Should the District need to perform work located at Freedom Park baseball fields which could impact the use of the Miracle League fields the District will give Miracle League thirty (30) days' notice when possible unless it's considered an emergency.

3. INDEMNIFICATION & INSURANCE.

3.1 District's Insurance and Indemnification Requirements.

District shall be responsible for its own insurance while using the Field for anything other than Miracle League games/events. District shall indemnify, defend, and hold harmless Miracle League, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the District's use or occupancy of Field, or any work performed under this Agreement by District or its agents or contractors, except to the extent caused by the gross negligence or willful misconduct of Miracle League.

3.2 Indemnification by Miracle League.

Miracle League shall indemnify, defend, and hold harmless the District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property, arising at any time out of or in any way related to the Miracle League's or its invitees' use or occupancy of the Field or any other part of Freedom Park, , or any work performed under this Agreement by Miracle League or its agents or contractors, unless solely caused by the gross negligence or willful misconduct of District.

3.3 Miracle League's Insurance Requirements.

(a) General Liability Insurance. Miracle League shall procure and maintain, for the duration of the Initial Term and any extension of the term of this Agreement, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury,

personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

i. Such insurance shall name District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Miracle League shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days’ notice to the District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the District may deny access to the facility.

ii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the District’s self-insurance pool.

iii. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Miracle League maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Miracle League. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

iv. Miracle League shall review and access its insurance coverage on an annual basis to ensure coverage is consistent with then current statutory requirements and District requirements.

4. SUPERVISION OF USE.

4.1 Supervision of Field by Miracle League. Miracle League shall be responsible for supervision of use of the Field when in use by Miracle League or its invitees. It is understood and agreed that the District will not provide personnel to supervise or assist in the operation of the activities of the Field or the Miracle League. The District may, however, monitor the use of the Field under this Agreement to ensure that such use shall be consistent with the Agreement and the public interest. During all use under this Agreement, Miracle League and all individuals engaged in its activities shall respect and comply with the reasonable directions and requests of District representatives relative to such use.

4.2 List of Individuals with Access to Field; Miracle League Contact. Miracle League shall annually provide District with a list of all individuals who have access to unlock and use the Field. Miracle League shall annually provide District with a current list of officers. The current President/CEO each year shall serve as the Miracle League point of contact for District regarding the Field.

4.3 Security Camera. Miracle League shall install a motion security camera inside the locked Miracle League field to alert Miracle League personnel of any unauthorized use of the Field.

5. DEFAULT; BREACH; REMEDIES.

If Miracle League fails to comply with or perform any of the terms, covenants, conditions or rules and regulations under this Agreement, the District shall give written notice to Miracle League of the violation of the terms and conditions of the Agreement. The District reserves the right to suspend Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 15-day period. The District also reserves the right to revoke Miracle League's right to use Freedom Park under this Agreement or terminate this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 60-day period. If the District revokes Miracle League's right to use Freedom Park pursuant to this paragraph, the Miracle League and its invitees shall immediately cease use of the facility and they shall, within thirty (30) days following such revocation, remove from the Field and any storage facilities in Freedom Park in use by Miracle League all equipment and other personal property belonging to Miracle League and its invitees. An approved listing of equipment owned by Miracle League and left at the Field or in a storage facility shall be submitted to the District on an annual basis so that in the unlikely event there is a breach of contract, and the usage by Miracle League is revoked, there is a documented listing of what belongs to Miracle League and what is not allowed to be removed. In the event Miracle League does not remove said property within thirty (30) days following revocation, said property shall be deemed abandoned and shall become the property of the District. In such event, the District may either use, sell, or otherwise dispose of same at its sole discretion.

6. MISCELLANEOUS.

6.1 Compliance With All Applicable Law, Rules & Regulations.

Miracle League shall comply with all local, state, and federal laws and regulations related to the use of the facility, public gatherings, and accessibility standards and regulations. Miracle League further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. District reserves the right to immediately revoke Miracle League's right to use of the facility under this agreement should Miracle League fail to comply with any provision of this Section.

6.2 Assignment.

Miracle League shall not voluntarily or by operation of law assign, transfer, mortgage, or encumber or sublet all or any part of Miracle League's rights under this Agreement without the District's prior written consent.

6.3 Force Majeure.

Notwithstanding anything to the contrary contained in this Agreement, the Parties shall be excused from their obligations under this Agreement to the extent and whenever they are prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic,

civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Miracle League waives any right of recovery against District for losses resulting from a Force Majeure Event and the Miracle League shall not charge results of “acts of God” to District, its officers, employees, or agents.

6.4 Authority.

If either Party hereto is a corporation, trust, or general or limited partnership, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on its behalf.

6.5 Subject Headings.

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the interpretation of this Agreement.

6.6 No Third-Party Rights.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the signed parties except where expressly stated. Further, this Agreement is not intended to relieve or discharge the obligations or liabilities of any third persons to any party to this Agreement. The provisions of this Agreement shall not give any third person any right of subrogation or action against any party to this Agreement.

6.7 Binding Effect.

This Agreement is binding on and shall inure to the benefit of the signed parties, their heirs, legal representatives, successors, and assigns.

6.8 Severability.

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

6.9 Amendments.

This Agreement may be modified only in writing, signed by the Parties in interest at the time of the modification.

6.10 Notices.

All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District

Attention: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
Email: motten@pvrpd.org

Miracle League of the 805

Attention: MIRACLE LEAGUE 805 – President and CEO
2310 Ponderosa Dr., Suite 21
Camarillo, CA 93010
Email: rick@rickpena.com

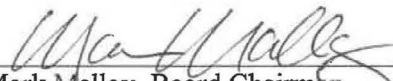
Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address through the service methods referenced above.

6.11 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement on the date first above written.

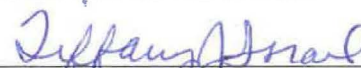
**PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

By: 
Mark Malloy, Board Chairman

ATTEST:


Dylan Gunning, Clerk of the Board

APPROVED AS TO FORM:


Tiffany J. Israel, District Counsel

MIRACLE LEAGUE

By: 
Rick Pena, President/CEO

By: 
Randy Churchill, Board Chairman

EXHIBIT A**LOCATION OF THE FIELD/SITE PLAN**

The Field will be located on approximately the southern half of the area outlined in red below.



Insert Site Plan for Reference

