



Palatine Park District
**Affiliate, Parent, & Special Interest Groups
Program Book**

Working together for the Palatine Community.

Updated and Revised February, 2023



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Dear Valued Park District Community Member:

On behalf of the entire team at Palatine Park District we are happy to provide you with our new Affiliate, Parent and Special Interest Groups Program (APG-SIG). We extend our gratitude to you for your time, talents and energy giving back to your community and helping others enjoy the pursuit of park and recreation programs and services regardless of age, skill and interests. Without you these wonderful programs that create life-long skills and memories just would not be possible, and for that we are appreciative.

The Park District has enjoyed a long standing and rich history with various affiliate, parent and special interest groups and over decades have served hundreds of thousands of youth and adults in a variety of recreational and athletic pursuits. However, as these programs and services have grown, become more complex require more and more support and resources from the park district, we have developed this program to bring the best and next practices to life. We all have had to adapt to changing times and requirements, and any written or unwritten agreements and related terms have become obsolete and outdated and in many situations are formally non-existent.

In addition, with the ever-challenging pursuit of operating the park district and maintaining our infrastructure, along with the scrutiny of public tax dollar spending and requirement for full transparency, it has become a necessity to develop and launch a more formal structure and program to update and inform all involved with how the coordination and support between each group and the Palatine Park District will function.

That is why the Park District Board of Park Commissioners has adopted the Affiliate, Parent and Special Interest Group Program (APG-SIG). Today's needs required to effectively manage over 30 groups and growing, along with influential factors such as new laws, regulations, state requirements, financial transparency, insurance and liability impacts, etc. have all contributed to the need to formalize our support of groups and organizations affiliated with the park district.

The ultimate purpose of the new program is to ensure that all involved have the best interests of our participants, volunteers, staff and elected officials in mind, while being good stewards of the tax payer supported properties and assets. Great and successful partnerships require open and candid conversation and an agreed upon understanding of the expectations and terms of each other. The APG-SIG Program and the enclosed materials are intended provide the framework and structure in setting the expectations and terms to ensure the park district can support various programs with an acceptable level of cost recovery and fairness of limited resources to all groups.

The APG-SIG Program has been developed with an acknowledgement and appreciation of the rich history while developing new elements to adapt to today's times and needs. Despite the new structure, designations and related requirements the experience to the end user participants will remain the utmost priority of the park district. In addition, many of the current protocol and practices used to coordinate operations and support with the park district will not change significantly either. In fact, most

will likely improve and provide you as a valued volunteer with clearer, more efficient and effective information and expectations to make the biggest impact on your valuable time you spend as a volunteer. Each group will also be assigned to a park district staff liaison as the main point of contact on all questions, requests and needs.

This program will also provide value in that the coordinating efforts and related information will be more consistent and seek opportunities of new ideas, growth and efficiencies. Every group each year tends to have turnover within their ranks of leadership and operations. This information will also serve as a consistent resource to orient new volunteers and board members that will be expected to be aware and follow the coordinated protocol. Once applications to this new program are reviewed and a designation is determined, new and updated agreements per the approved designation will be executed and serve as the governing document for any and all future coordination with the park district. The park district will be adding and evolving this document over time, and also include a handbook section on the support and services the park district provides, as well as the “how to” to get requests completed in a timely and effective manner.

Again, we cannot thank each of you enough for your volunteer spirit, time and efforts to make Palatine a great community to live and recreate! We look forward to working with you and your group moving forward and will assist in any way needed to have your group complete the application process and receive a group determination in this new and exciting program.

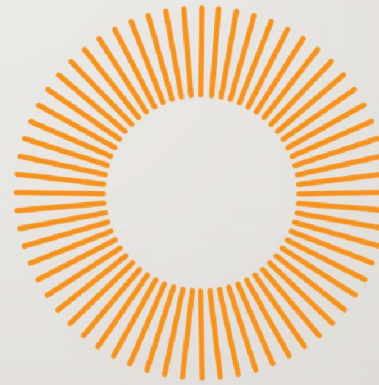
Thanks for everything you do for our community!

Sincerely,

Michael Clark
Executive Director

AFFILIATE, PARENT, AND SPECIAL INTEREST GROUPS

NEW – PLATFORM, STRUCTURE, GROUP
DESIGNATIONS, AGREEMENTS, SUPPORT
AND ORIENTATION



Palatine Park District





HISTORY OF DISTRICT AND AFFILIATES

- Some of the Inaugural Seasons:

- Celtic Soccer - 1968
- Palatine Community Baseball Softball, Palatine Travelers, Palatine Stingrays, Palatine Academy, previously PBA/PYBS/PYB/PBB - 1971
- Palatine Amateur Football Association, PAFA Spirit - 1991
- Palatine Rugby - 2008
- Palatine Lacrosse - 2013



HISTORY OF DISTRICT AND AFFILIATES

- Palatine Celtic Soccer Club:
 - Was the Park District's first organization affiliated, founded in 1968 by Bill Hughes, John Finnegan, and Jimmy Kinsella, an Englishman, Irishman, and Scotsman. Together they were the first people in Palatine to organize local children into teams to play the game of soccer. Jimmy named the Club after his home club, Glasgow Celtic.



HISTORY OF DISTRICT AND AFFILIATES

• Palatine Youth Baseball:

- Baseball started in Palatine in 1954 through Little League.
- In 1970 the program was required to split into 3 programs, LL North, South, and Central. In 1971, LL Central dropped out of LL and became an affiliate of the Park District as Palatine Boys Baseball.
- 1981 is the first record of girls playing in the baseball program.
- In 1985 PBA become a second baseball affiliate. Because little league and PBB only allowed participation through age 12, PBA was formed to allow for the demand to continue playing recreational baseball for ages 13 and older.



HISTORY OF DISTRICT AND AFFILIATES

- **Palatine Youth Baseball:**

- In 1987 PBA added a girls softball program. In 1991 SLL merged with PBB, changed name to Palatine Youth Baseball, and included the softball program that SLL had started in 1984.
- In 1998 PYB became PYBS. In 2011 PNLL merged with PYBS.
- In 2018 PYBS and PBA merged to become Palatine Community Baseball & Softball - PCBS.



HISTORY OF DISTRICT AND AFFILIATES

- Palatine Amateur Football Association (PAFA):
 - Founded in 1966, PAFA started as an affiliate of the Salt Creek Park District and became an affiliate of PPD in 1991.
 - Tackle football offered to youth 3rd – 6th grade.
 - Flag football option offered in 2017.



NUMBERS AND FACTS

- Latest Sample of Participation

PCB/S Regular Season 2022 – 965

PCB/S Fall Ball 2022 – 300

PCB/S Travel Season 2022 – 249

Celtic Spring House/Rec 2021 – 1,030

Celtic Travel 2021 - 400

Girls Lacrosse Fall 2018 – 26

Swim Team Spring 2022 – 266

Swim Team Fall 2022 – 205

PAFA 2022 – 309 Tackle and 71 Flag

Palatine Children's Chorus 2022 - 58

Penguins Lacrosse Boys 2022 - 116

PAFA Spirit and Cheer 2022 - 11

Palatine Picklers 2022 - 773

Palatine Stables Show Team 2022 - 25

Renegade Hockey 2022 - 101

Palatine Hills Golf Association 2022 - 132

Palatine Historical Society 2022 - 160



MOVING FORWARD ...

- **Latest Improvements**

- PCA Required Coach Training
- Concussion Protocol and First Aid Training with AMITA Partnership
- National Criminal Background Check Vendor and Process
- Code of Conduct Policy and Protocol
- New RecTrac Registration and Incode Financial Software
- Policy and Procedure Manual for Central Resource with Affiliated Organizations



STRENGTH IN DIVERSITY

30 Strong and Counting ...

Palatine Rugby Club

Palatine Children's Chorus

Penguins Lacrosse

Palatine Tiger Sharks

Palatine Dance Company

Celtic Soccer Club

Algonquin Longhouse

PAFA Spirit and Cheer

Palatine Youth Theatre

Palatine Gymnastics Club

Palatine Concert Band

Bike Palatine Club

Palatine Historical Society

Partners for Our Communities

Palatine Wrestling Club

Palatine Stables Show Team

Palatine Picklers

Renegade Hockey

Palatine Hills Golf Association

Prairie Woods Audubon Society

Palatine Community Baseball & Softball

Palatine Amateur Football Assoc.

Palatine Township Senior Center

And More ...



PURPOSE OF NEW PLATFORM

Ask the Why?

- This new platform, structure, and process is being proposed to:
 - Meet the ever-changing needs and interests of the community and the active and interested participants
 - Renew outdated agreements and terms and conditions that have changed significantly from past practices
 - Clearly define the roles, responsibilities, and expectations of all parties involved
 - Provide structure for ease of servicing each and every group and interest in a fair and equitable manner.



CHALLENGES DRIVING FOR CHANGE

Core Rationale Driving Changes:

- More sophisticated and growing demands with programs and same or limited staffing and resources
- Legislative mandates driving up controls, costs, and accountability
- Litigious society demanding organizational structure and control of liability coverages
- Financial controls and need for transparency
- Multiple seasons and year-round offerings and maintenance requirements and needs
- Need for clear definition of roles, responsibilities, and expectations of all involved
- Typical annual turnover of affiliate and parent group leadership and coaches



LEGAL STRUCTURE ISSUES FOR DISTRICT

- Legal Implications for District:
-
- Insurance – Tort Immunity Act (745 ILCS 10, et seq.)
 - Illinois Sports Volunteer Immunity Act (745 ILCS 80/et.al.) if organized and registered appropriately this coverage becomes more valid to use
 - If not PPD Program – Required State Filings and IRS Requirements
 - Court Perspective – PPD Program or true Affiliate – who controls registration, fees, money, insurance?
 - Contractual Structure and Opt-In Services creates a clearer line of responsibility and ultimate control
 - Programs – legal implications are covered under the auspices of the Park District



AUDIT AND FINANCIAL ISSUES FOR DISTRICT

- It's In the Numbers ...

- Clean up processes, reporting, and revenue/expense reporting identified as a material weakness in District's annual audit report
- Set parameters and controls with transparency for rogue bank accounts and eliminate personal information used to open and manage accounts
- District financial software now implemented, and project accounting module will provide timely, consistent, and accurate financial data
- Set forth best practices and internal controls to attempt to eliminate potential financial impacts such as embezzlement, fraud, misuse of funds, etc.



NEW PLATFORM DESIGNATIONS

- Five Classifications Under New Structure

1. Affiliate
2. Booster Parent Group
3. Advisory Parent Group
4. Special Interest Group
5. Cooperative Program Provider



AFFILIATES

What is a True Affiliate and What is Required?

- Total independent organization – registered with State and Federal agencies
- Own Insurance – self-insured, brokered or through sanctioning body - COI
- Own Governing Board and Bank Account
- Manages its own staff (if applicable) and volunteers
- Pays District for billable services and support
- Pays all applicable fees for development fund, non-resident participation
- May opt-in for additional services and support by District at current rates



PARENT GROUPS

Support the Park District Program – Parent Booster Groups

- Quasi-Independent organization but part of a sanctioned park district program
- Governing Board is separate and registered as own organization at State and Federal
- Insurance is covered through Park District as a recognized program – however requires Board Bonding Insurance – Errors and Omissions Coverage
- Staff is through Park District – Volunteers through Boosters group
- Registration is taken by District and revenue/expense/budget is part of District
- Boosters do not pay additional fees part of registration process
- Booster Group has own bank account
- Fundraising permitted – help defray costs or used to improve program
- Groups are bound by park district control, policies, and discretion other than Booster direct activities



PARENT GROUPS

Support the Park District Program – Parent Advisory Groups

- Same as Boosters being part of program but less formalized
- Dependent organization in general advocacy and support of District program
- May or may not have actual governing board – volunteer based only
- No State or Federal requirements and filings; all insurance coverage through District
- Advisory capacity only – no binding authority on program and activities
- No separate bank account; fundraising permitted but via District operations/budget
- Provide general support for Program with evaluation, feedback, volunteer at events, etc.



SPECIAL INTEREST GROUPS

Support the Park District Program – Special Interest Groups

- Same as Advisory being part of program but does not have parent volunteer component. May be just participants or Club with key organizers of group/club
- Dependent organization in general advocacy and support of District program
- Common activity/interest that drives need and support of park district as a program
- No State or Federal requirements and filings; all insurance coverage through District
- Advisory capacity only – no binding authority on program and activities
- No separate bank account; fundraising permitted but via District operations/budget
- Provide general support for Program with evaluation, feedback, volunteer at events, etc.



JOINT COOPERATIVE PROGRAM PROVIDERS

Independent Contractors, Cooperatives and Special Interest Groups, Oh My...

- Typically, a private sector, for-profit vendor who specializes in service delivery
- Staffing, instructors, specialty space, or equipment – contractual arrangement
- Also, cooperative programming with other area park districts or NFP groups
- SIG's are similar to parent groups of boosters or advisory – but more adult driven with participants and volunteers who have common desire to a particular interest or activity
- SIG's do not have a formal board structure, typically just a few informal leaders/coordinators



GROUPS WITH OWN GOVERNING BOARD

Required Registrations, Filings and Fees

- Federal Identification Number (FEIN) – available online application
- State Incorporation – application, fee, and an annual filing
- Tax Exempt Status (optional) – application and renewal every 5 years (online)
- NFP Status – 501C3 (optional) – application, annual filing tax return
- Insurance Coverage Verification and Updates
- Criminal Background Check Compliance Verification
- Annual Budget and Year End Financial Report with Bank Account Reconciliation
- Volunteer Coach Training Requirements
- Evaluation Annual Report with Staff Liaison and Park Board of Commissioners

CRITERIA	Classification of Program	Independent from the Park District	Governance	By-Laws, Board Policy and Meetings, Roberts Rule of Order
AFFILIATE GROUP	Own Program - Sole Provider	Fully	Own Independent Voting Board of Directors	Yes - Required to be Submitted to Park District with Agreement and Renewals
PARENT BOOSTERS GROUP	Park District Program with Separate Parent Booster Club/Board	Partially - Booster Board No but All Else Yes	Own Independent Voting Board of Directors (Boosters Only)	Yes - Required to be Submitted to Park District with Agreement and Renewals
PARENT ADVISORY GROUP	Park District Program with Parent Volunteers to Support - No Formal Board	Not Independent	Board or Volunteers in Advisory Capacity Only in Coordination with Staff Liaison	Suggested if has a Board, Otherwise Follows Park District Policy and Coordination with Staff Liaison
SPECIAL INTEREST GROUP	Park District Program OR Separate Club - No Parent Support or Volunteers	Not Independent	Club is Advisory with Coordination with Staff Liaison	Suggested if has a Board, Otherwise Follows Park District Policy and Coordination with Staff Liaison
COOPERATIVE PROGRAM PROVIDER	Park District Program Governed by Independent Contractor Structure	Not Independent with Regard to Program, however Instructor is Independent	Governed by Program Service Agreement or Independent Contractor Agreement	No - All Terms and Conditions are Part of Contractual Agreements

Quick Reference Grid and Guide for the criteria and requirements for each group classification.



NEW PLATFORM COMPONENTS

What is Included in New Platform and Structure?

- New Definitions and Classification Groups
- Criteria and Requirements of Each Classification
- Application and Review with Required Supplemental Paperwork
- Consistent Classification Agreements with Basic Package of District Support along with Opt-In Services
- Opportunity for Riders Added to Template Agreements for Unique Situations or Past History
- APG Volunteer Orientation and Training Sessions
- APG Guidelines Handbook and Resource Materials
- Evaluation Meetings & Annual Report to Staff Liaison and Park Board

APPLICATION FORM AND PROCESS

- Complete and Submit
- Corresponding Supplemental Paperwork
- Review and Determination
- Corresponding Agreement per Determination
- Park Board Adoption



 Palatine Park District
Affiliate and Parent Group Application

Date of Application: _____

Affiliate Parent Booster Parent Advisory Special Interest Group

Applicant/Group Name: _____

Main Contact: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____

E-mail: _____ Web Address: _____

Board Officers:

Position	Name	Address	Phone	E-Mail


Constitution or By-Laws (attach a copy to application):
 Yes No Pending N/A Reference Number: _____
 Approval Date: _____ Expiration Date: _____

Illinois Incorporation (attach a copy of incorporation status from IL Secretary of State to application):
 Yes No Pending N/A Reference Number: _____
 Approval Date: _____ Expiration Date: _____

Federal Employer Identification Number (attach FEIN designation from IRS to application):
 Yes No Pending N/A Reference Number: _____
 Approval Date: _____ Expiration Date: _____

Sales Tax Exemption (attach Illinois Department of Revenue E-Number status to application):
 Yes No Pending N/A Reference Number: _____
 Issuance Date: _____ Expiration Date: _____

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 Palatine Park District
Affiliate and Parent Group Application

Not-for-Profit 501c-3/6 (attach Not-for-Profit status from IRS to application):
 Yes No Pending N/A Reference Number: _____
 Issuance Date: _____ Expiration Date: _____

Illinois Charitable Organization (attach Illinois Charitable Organization status from Attorney General's Office to application):
 Yes No Pending N/A Reference Number: _____
 Issuance Date: _____ Expiration Date: _____

Liability Insurance (attach Certificate of Insurance from provider to application):
 Does the group have insurance coverage: Yes No If yes: _____



CRITERIA REVIEW AND APPROVED DESIGNATION

Application Complete and Submitted – Now What?

- Recommend submittal 60 days prior to target date for review and adoption
- Can change or update determination to classification with updated application and review
- Review of Application and Supplemental Paperwork by Staff Review Committee – Consists of Appointed Staff Liaison, Volunteer Coordinator, Superintendent of Recreation, and Executive Director
- Recommend designation to Park Board for final adoption
- After adoption, corresponding agreements and riders are provided to applicant for execution.
- The Story Begins ...



CORRESPONDING AGREEMENT AND RIDERS

- Consistent templates proportionate to designation and classification
- Opt-In services
- Riders for specific, unique, or unusual terms outside scope of template
- Main Sections:
 - Recitals
 - Criteria and Conditions
 - Opt-In Services
 - Facility and Field Use
 - Rental and Use Fees
 - Advertisement
 - Insurance and Indemnification



GUIDELINES HANDBOOK AND ORIENTATION

Who, What, Where, When, and Why?

- Central Resource – One-stop shop for all issues, topics, request protocol, etc. located on PPD website as link on Affiliate page - <https://www.palatineparks.org/rccms/affiliates/>
- Living document that will be updated, revised, and added to as new topics or issues arise
- Many items will derive out of annual evaluations with staff liaison and annual reports to park board
- Consistent resource for training and orientation of new board leadership and volunteers



ANNUAL REPORTING AND REQUIREMENTS

- Participation Rosters and Non-Resident Designations
- Updated Board and Officer Contact Directory
- Annual Budget, Financial Report, and Bank Account Reconciliations
- Illinois Charitable Organization Receipt of Annual Filing (if applicable)
- Annual Report to Park Board



RECOGNITION AND SUPPORT

- Staff Liaison Appointment, Key Contact and Support
- PALS Group Support and Representation
- Opt-In Services Support
- Positive Coaching Alliance Training, Resources and Support
- Volunteer Orientation Program
- Volunteer of the Year Appreciation Banquet



HOW WILL THIS AFFECT OUR GROUP?

Key Points:

- Will operate much like everyone does now
- Main differences – new structure, legal authority, required registration with state and federal agencies, insurance liability, and errors and omissions
- Annual filings with state, budgeting, parent groups under provisions of Park District policies and decisions with board or group input via staff liaison
- Parent Groups – Bank accounts and financial records, procurement control, and policies
- Clearer protocol and procedures for Park District support and information flow



NEXT STEPS AND TARGET TIMELINE

What's Next and When?

- Present proposed platform and program components to Park Board for approval - Completed
- Launch training of platform, program, and components to potential applicants - Target Nov/Dec 2022
- Revise or refine platform and components based on feedback and input – Target Nov/Dec 2022
- Finalize package and distribute application packets to interested applicants – January 2023
- Provide ample time for interested applicants to get legal authority & required paperwork – January 2023
- Accept application submissions and initiate review and adoption – Jan/Feb 2023
- Approve new affiliate and parent groups – Soon after review of submitted applications.



THANK YOU!

Questions, Concerns and Feedback Appreciated

- Michael Clark, Executive Director mclark@palatineparks.org
- Donelda Danz, Superintendent of Recreation ddanz@palatineparks.org
- Jim Holder, Superintendent of Parks and Planning jholder@palatineparks.org
- Steve Nagle, Superintendent of Facilities snagle@palatineparks.org
- Keith Schmerer, Facilities Manager kschmerer@palatineparks.org
- Matt Sheehan, Recruitment and Volunteer Coordinator msheehan@palatineparks.org
- Anthony DeMichael, Risk Manager ademichael@palatineparks.org
- Christine Hubka, Customer Service Manager chubka@palatineparks.org
- Terry Ruff, PALS Park Board Liaison truff@palatineparks.org



AFFILIATE AND PARENT GROUP DEFINITIONS

AFFILIATE

An Affiliate of the Palatine Park District is an independent organization that establishes itself as a registered and recognized entity to operate in the State of Illinois and has an active and current status with the Internal Revenue Service, Illinois Department of Revenue, Illinois Secretary of State and the Illinois Attorney General's Office as a not for profit, tax exempt organization with its own registered name, by-laws and articles of incorporation. The Affiliate has its own governing board, bank account and staff (if applicable) and organizes, manages and assigns its own volunteers.

The relationship with the Park District is one of collaboration and support through an appointed park district staff liaison. The main support provided to an Affiliate is one of field and space permitting and field and space preparations, maintenance and improvements. The Park District recognizes an Affiliate as the sole endorsed provider for the community it serves within the sport and/or recreational activity the Affiliate provides. Priority is provided to Affiliates who offer and operate house recreational outlets for all to participate with a focus on equal access, equal participation, and basic skill development and aligns well with the Park District's Mission, Values and Goals. The Park District recognizes the need for competition and tryouts for those who wish to advance their skills and participation through travel and tournament play and will provide field permits and support for these opportunities as long as the teams established are a part of and recognized by the house program governance.

Affiliates, as an independent organization, must provide its own board and bonding insurance, as well as all relevant general liability insurance coverage at the limits established by the Park District for use of park district properties. The Affiliate per Park District policy must provide an endorsed Certificate of Insurance indicating the types and levels of coverage proving coverage prescribed and required by the Park District. The Affiliate is not covered under the umbrella coverages of the Park District, nor is protected under the Tort Immunity Act provisions. The Affiliate is bound by the Park District's Criminal Background Check policy for all recorded board members and volunteer coaches who work directly with youth under the age of 18 on park district property. Affiliates who conduct their own background checks must provide a certified letter from an authorized agent of the Affiliate stating that all eligible volunteers have successfully completed a background check in accordance to the Park District's Policy and disqualifying convictions.

Affiliates may opt in for additional support from the Park District such as registration, criminal background check processing, marketing, accounting and financial reporting services. These support services can be provided by the Park District through an executed contract Affiliate Agreement between the parties at additional currently published rates. Current year rates and related fees will be included and updated in the Appendix of the Affiliate Guidelines Handbook. All recognized Affiliates establish their own budget, set and secure their procurement needs and set the fee structure for the program

they host. Affiliates do pay park district established fees per player for field improvements and future (re)development, as well as non-resident fees for those who benefit from the program, fields and facilities but have not supported that benefit through taxes paid to the park district as a resident. Billing for all provided services opted in by an Affiliate is processed through the Park District Finance Department by invoice with net 30 day term, if not otherwise arranged with the Staff Liaison. Detailed charges are provided with any invoice sent to an Affiliate.

Affiliates and their Board of Directors and volunteers may engage in fund raising activities to support their program without restrictions from the Park District. However, such activities must be communicated and coordinated with the appointed Staff Liaison and if said fund raising activities are to be conducted on Park District property, the Affiliate must complete and submit for approval by the Park District Executive Director a Special Use permit no less than 15 days prior to the scheduled activity. Affiliates and their governing board and volunteers may also engage in securing various sponsorships to support their program and activities. However, such sponsorship efforts must be communicated and coordinated with the appointed Staff Liaison and must be formally approved by the Park District. A protocol, process and request form prior to securing any sponsorship arrangements is located in the Affiliate Guidelines Handbook for use by Affiliate leadership and coordinators of sponsorship efforts. All sponsorship efforts by an Affiliate must follow and comply with the policies, terms, conditions and protocol of the Park District Sponsorship Program managed by the Park District Community Outreach and/or Affiliate Coordinator. Such sponsors cannot be promoting products and services banned from park district property such as tobacco, alcohol, weapons, etc. In addition, sponsorships secured by an Affiliate must also conform to the District's non-competitive clause and any exclusive sponsor agreement secured by the Park District.

Affiliates do have the opportunity to collaborate with the Park District through a Capital Improvement Program for added, enhanced or renovated assets that help support the Affiliate program. This is done on a case by case basis in coordination with the Park District's Capital Plan budget development cycle and a 50/50 cost sharing structure.

Affiliates govern their own board meetings and establish their own agendas and maintain their own minutes and other official records of the organization. Affiliates do appoint a board representative to the Palatine Affiliates Leadership Society (PALS) to remain current on Park District information, discuss and learn from other PALS Members and have a venue to communicate their needs, concerns and priorities. Each Affiliate is required to provide an Annual Evaluation Report to the Park District and present at a minimum of once a year to the Park Board of Commissioners.

Besides the Annual Report, the Affiliate must also submit copies to the Park District of all required filings for their Affiliate file and to ensure each Affiliate is current with all appropriate jurisdictions for being a not for profit, tax exempt, incorporated organization to operate in the State and on public lands. These include, but are not limited to annual budget, board member directory, volunteer coach listings, year-end bank reconciliation report, annual report, IRS 990 Filing (if applicable), Attorney General's AG990 (if applicable) and Secretary of State Not for Profit Filing.

Affiliates may host and require their own volunteer coach trainings, certifications and requirements to properly train and manage their volunteer base. The Park District does require that volunteers coaching or helping youth on park district property attend and complete a minimum of once during their coaching tenure the Positive Coaching Alliance Training Program and if applicable or required by a league the Affiliate completes a Concussion Protocol Training Program.

The Affiliate relationship and expectations with the Park District including orientation of how issues and requests from the Affiliate are handled, is governed by the Park District Affiliate and Parent Group Guidelines Handbook. Every recognized Affiliate must have a fully executed and current Affiliate Agreement on file with the Park District.

In the case an Affiliate Board or Program disbands, the Park District will take actions and efforts to reconvene a new Board and related volunteers to re-establish the Affiliate program and status. If no such efforts are successful the District may elect to take over the program or activity and form a Parent Booster or Advisory Group to assist in offering the program for the community through these efforts and outlets.



AFFILIATE AND PARENT GROUP DEFINITIONS

PARENT BOOSTER GROUP/CLUB

A Parent Booster Group (“Boosters”) of the Palatine Park District is a quasi-independent organization from the Park District where the Booster Parent Board is recognized as a separate entity. However, the program and recreational activity itself is classified as a Park District program and under the control, staffing and policy of the Palatine Park District. The Boosters organize and volunteer to support the park district program through volunteerism, fund raising and general support of the participants.

Boosters work independently through a Board of Directors with their own governance. Bank account activity for the supplies, equipment, and operations facilitated through the Boosters Board activities and efforts are not included within the park district budget. Boosters have established itself as a registered and recognized corporation to operate in the State of Illinois and has an active and current status with the Internal Revenue Service, Illinois Department of Revenue, Illinois Secretary of State and the Illinois Attorney General’s Office as a not for profit, tax exempt organization with its own registered name, by-laws and articles of incorporation. The Boosters organize, manage and assign its own volunteers in collaboration with the appointed Staff Liaison and the Park District Recruitment and Volunteer Coordinator; however all staff required to operate and support the program is facilitated through the park district.

The relationship with the Park District and Boosters is one of collaboration and support through a Boosters Agreement and an appointed park district staff liaison. The Boosters Board controls and governs its volunteer force and the fundraising and purchasing functions to help support the program that is not a part of the normal and typical support and functions provided by the Park District and within the program descriptions, functions and budget. The main support of the Park District for Booster Parent Groups is to provide facility support, staff liaison coordination and coordination in events and fund raising activities that are a part of the Booster Board plans. In the end, the Booster Board operates independently of the Park District, but collaborates with the park district program through the Boosters support.

Booster Parent Groups, as a quasi-independent organization, must provide its own board and bonding insurance, however as a program offered by the park district and supported by the Booster Board of Directors, all relevant general liability and umbrella insurance is covered by the park district. The program only and not the activities of the Parent Boosters Board are also protected under the provisions of the Tort Immunity Act for liability. The Boosters are bound by the Park District’s Criminal Background Check policy for all recorded board members and volunteer coaches who work directly with youth under the age of 18 on park district property. Program staff is automatically covered by this policy as a pre-employment requirement and state law through the Park District Code.

Boosters are provided all program support from the park district as a valued part of the programs offered to the community. This support is directly related to the program and includes, but is not limited to registration services, criminal background check processing, marketing, accounting and financial reporting services, staff planning and coordination, facility scheduling dues, fundraising and procurement of various equipment and supplies to support the program endorsed by the Boosters. The Boosters Parent Group for their own board activities, may opt in for similar or additional services from the park district for Board activities and directives not included in the program and related budgets. These services are coordinated through the appointed Staff Liaison and are billed to the Boosters Parent Board at agreed upon rates on a time and material basis. These support services and overall general support can be provided to the Boosters Parent Group through a contractual arrangement bound by a fully executed Boosters Agreement between the Booster and Park District.

All recognized Boosters establish their own budget for board related activities, set and secure their procurement needs and set the fee structure for the activities they host. However, for all program related activities the budget, procurement and pricing is done through the park district in coordination with the Staff Liaison and Park District Program Coordinator, if different. All program registration and related program fees are handled through the park district to cover the costs to operate. Boosters do not pay the park district any fees for their own Board operations, activities and governance. All facility and space needs to effectively offer and operate the program are borne by the park district. Billing for all provided services, if any by Booster Board activities, are processed through the Park District Finance Department by invoice with net 30 day term, if not otherwise arranged with the Staff Liaison. Detailed charges are provided with any invoice sent to a Booster Board if applicable.

Boosters and their Board of Directors and volunteers may engage in fund raising activities to support the park district program without restrictions from the Park District. However, such activities must be communicated and coordinated with the appointed Staff Liaison and if said fund raising activities are to be conducted on Park District property, the Booster Board must complete and submit for approval by the Park District Executive Director a Special Use permit no less than 15 days prior to the scheduled activity. Boosters and their governing board and volunteers may also engage in securing various sponsorships to support their program and activities. However, such sponsorship efforts must be communicated and coordinated with the appointed Staff Liaison and must be formally approved by the Park District. All sponsorship efforts by a Booster and/or Board must follow and comply with the policies, terms, conditions and protocol of the Park District Sponsorship Program managed by the Park District Community Outreach and/or Affiliate Coordinator. Such sponsorships cannot be with sponsors promoting products and services banned from park district property such as tobacco, alcohol, weapons, etc. In addition, sponsorships secured by a Booster Board must also conform to the District's non-competitive clause and any exclusive sponsor agreement secured by the Park District.

Boosters do have the opportunity to collaborate with the Park District through a Capital Improvement Program for added, enhanced or renovated assets that help support the park district program. This is done on a case by case basis in coordination with the Park District's Capital Plan budget development cycle and inclusion into the Capital Plan. Fund raising dollars may contribute to this effort if it is the desire of the Booster Board to do so, however capital items do not require cost sharing with Booster

Boards in order to be considered into the Park District Capital Improvement Plan. Boosters may elect to procure equipment or supplies or other program improvements on their own if a particular capital item is not approved within the District's overall Capital Improvement Plan. All items secured remain the property of the park district.

Boosters govern their own board meetings and establish their own agendas and maintain their own minutes and other official records of the Boosters. They are required to appoint a board representative to the Palatine Affiliates Leadership Society (PALS) to remain current on Park District goings on, discuss and learn from other PALS Members and have a venue to communicate their needs, concerns and priorities. Each Booster Board is required to provide an Annual Evaluation Report to the Park District and present at a minimum of once a year to the Park Board of Commissioners.

Besides the Annual Report the Booster Board must annually submit copies to the Park District of all required filings for their entity file and to ensure all are current and valid with all federal and state jurisdictions for being a not for profit, tax exempt, incorporated organization to operate in the State and on public lands. These include, but are not limited to annual budget, board member directory, volunteer coach listings, year-end bank reconciliation report, annual report, IRS 990 Filing (if applicable), Attorney General's AG990 (if applicable) and Secretary of State NFP Filing.

Affiliates may host and require additional volunteer coach trainings, certifications and requirements to properly train and manage their volunteer base. However, as a park district program the Park District does require that volunteers coaching or helping youth on park district property attend and complete at a minimum of once during their coaching tenure the Positive Coaching Alliance Training Program and if applicable or required by a league, a Concussion Protocol Training Program.

The Boosters relationship and expectations with the Park District including orientation of how issues and requests from the Boosters are handled, is governed by the Park District Affiliate and Parent Group Guidelines Handbook. Every recognized Boosters Board must have a fully executed and current Booster Board Agreement on file with the Park District.

In the case a Booster Board or Program disbands, the Park District will take actions and efforts to reconvene a new Board and related volunteers to re-establish the Booster program and status. If no such efforts are successful the District may continue the park district program without a booster component or Parent Advisory Group to assist in offering the program for the community through these efforts and outlets.



AFFILIATE AND PARENT GROUP DEFINITIONS

PARENT ADVISORY GROUP/CLUB

A Parent Advisory Group (“Advisory”) of the Palatine Park District is a dependent group of parent volunteers with a common interest to promote, support and encourage participants in a park district program offered to the community. All facets of the advisory parent group and park district program are under the control, staffing and policy of the Palatine Park District. The Advisory Group may organize and volunteer to support the park district program through volunteerism, fund raising and general support of the participants, however no formal board or structure is required, and most activities can be completed through word of mouth or informal activities and communications.

Advisory Parent Groups work dependently but in coordination with the assigned Program Staff Liaison or Coordinator, if different. Parent Advisory Groups may form a board or committee structures; however, these groups have no authority or binding actions. They may from time to time have and provide input, feedback or ideas to the Program Liaison or Coordinator to enhance, expand or improve the program. All Advisory Parent Group activities are operated through the Park District and incorporated into the operating budget for the program in question. Advisory Parent Groups do not obtain their own bank accounts or any federal or state registrations or status.

The relationship with the Park District and Advisory Parent Groups is one of collaboration and support through an Advisory Agreement and an appointed park district staff liaison. The Advisory Board supports and assists with the needs and interests of the park district operated program. It is a conduit of support through a volunteer force and potentially, but not required, fundraising activities to enhance the program and budget developed, managed and controlled by the park district. All purchasing functions to help support the program are secured, purchased and follow the procurement policies of the Park District and must be planned, coordinated and included in the program budget of the Park District. The main support of the Park District for Advisory Parent Groups is to offer and provide for the program and solicit input and feedback from the interested parents to enhance and continually improve the park district program. In the end, the Advisory Parent Group operates dependently with the Park District, and acts and serves as an interested and engaged advisory group to the park district program in question.

Advisory Parent Groups, as an informal but engaged group, is considered part of the program and park district, thus all insurance requirements are covered under the umbrella of the park district’s policy and related levels of coverage. This also includes Board errors and omissions, general liability and current protections under the Tort Immunity Act. Advisory Parent Groups are bound by all the related policies and procedures of the park district being the group is considered a part of the park district program, including the District’s Criminal Background Check policy for all recorded board members and volunteer coaches who work directly with youth under the age of 18 on park district property. Program staff is

automatically covered by this policy as a pre-employment requirement and state law through the Park District Code.

Advisory Parent Groups are provided all program support from the park district as a valued part of the programs offered in the community. This support is directly related to the program and includes, but is not limited to registration, criminal background check processing, marketing, accounting and financial reporting services, as well as staff planning and coordination and facility scheduling. The Advisory Parent Group may opt in for similar or additional services from the park district for Board activities and directives not included in the program and related budgets. These services are coordinated through the appointed Staff Liaison and are included as a part of the related program budget(s) on an annual basis.

All recognized Advisory Groups establish their activities and plans through the program budget for board related activities and must be coordinated as such with the appointed Staff Liaison during the District's annual operating budget development cycle. All plans and purchases are required to follow all related park district policies, protocol and procedures including quotes, competitive bidding, etc. All program registration and related program fees are handled through the park district to cover the costs to operate. Advisory Groups do not pay the park district any fees for their own Board operations, activities and governance. All facility and space needs to effectively offer and operate the program are borne by the park district.

Advisory Parent Groups and their Board of Directors (if applicable) and volunteers may engage in fund raising activities to support the park district program without restrictions from the Park District. However, such activities must be communicated and coordinated with the appointed Staff Liaison and if said fund raising activities are to be conducted on Park District property, the Advisory Group or Board must complete and submit for approval by the Park District Executive Director a Special Use permit no less than 15 days prior to the scheduled activity. Advisory Parent Groups and their governing board (if applicable) and volunteers may also engage in securing various sponsorships to support their program and activities. However, such sponsorship efforts must be communicated and coordinated with the appointed Staff Liaison and must be formally approved by the Park District. All sponsorship efforts by an Advisory Group and/or Board must follow and comply with the policies, terms, conditions and protocol of the Park District Sponsorship Program managed by the Park District Community Outreach and/or Affiliate Coordinator. Such sponsorships cannot be with sponsors promoting products and services banned from park district property such as tobacco, alcohol, weapons, etc. In addition, sponsorships secured by an Advisory Group must also conform to the District's non-competitive clause and any exclusive sponsor agreement secured by the Park District.

Advisory Parent Groups do have the opportunity to provide ideas and feedback with the Park District through a Capital Improvement Program for added, enhanced or renovated assets that help support the park district program. This is done on a case by case basis in coordination with the Park District's Capital Plan budget development cycle and inclusion into the Capital Plan. Fund raising dollars may contribute to this effort if it is the desire of the Advisory Group to do so, however capital items do not require cost sharing with Advisory Groups in order to be considered into the Park District Capital Improvement Plan. All items secured remain the property of the park district.

Advisory Groups and Boards (if applicable) may govern their own board meetings and establish their own agendas and maintain their own minutes and other official records of the group or just informally coordinate through the appointed Staff Liaison. They may also participate and appoint a board representative to the Palatine Affiliates Leadership Society (PALS) to remain current on Park District information, discuss and learn from other PALS Members and have a venue to communicate their needs, concerns and priorities. Each Parent Advisory Group may also provide an Annual Evaluation Report to the Park District and present to the Park Board of Commissioners. However, this can also be established through a year-end program report or evaluation report through the Recreation Department amongst all other park district programs provided throughout the year.

There are no additional or required reports, filings, renewal status, etc. as these are purely advisory with no legal structure or status with the federal, state and local jurisdictions.

The Parent Advisory Group's relationship and expectations with the Park District including orientation of how issues and requests from the group are handled, is governed by the Park District Affiliate and Parent Group Guidelines Handbook. Every recognized Advisory Board must have a fully executed and current Advisory Board Agreement on file with the Park District.

In the case an Advisory Board or Program disbands, the Park District will take actions and efforts to reconvene a new Board and related volunteers to re-establish the program and status. If no such efforts are successful the District may continue the park district program without a Parent Advisory Group to assist in offering the program for the community through these efforts and outlets.



AFFILIATE AND PARENT GROUP DEFINITIONS

SPECIAL INTEREST GROUP/CLUB

A Special Interest Group (“SIG”) of the Palatine Park District is a formal or informal group of interested participants and/or community members that share a common and focused interest in a particular recreational program, activity or cause. These interests typically are ones currently not provided by the Park District within its in-house program portfolio. However, unlike youth athletic groups or youth club activities, these groups consist of participants and volunteers with a special active interest in participating alongside them. There is no parent or volunteer coaching components to SIG’s. While these groups may vary in size and interest level of participation or competition, the common element is that they wish to participate on their own with the group. These groups may also vary in formal structure or even a club structure. Some may just get together on an informal basis and participate together while others may have key volunteers taking care of communications among members, work closely with park district program coordinator or a staff liaison if organized in a more formal setting. While these groups may be more typical with adult participation, youth can also be a part of a SIG.

These groups/providers seek affiliation with the Park District for a variety of reasons and through the coordination and support of the District, the SIG or Club may be recognized as a formal member of this program and related platform. Assistance for SIG’s may include any number of needs, including but not limited to, the following:

- Group or Club is too small and resources to support the needs is limited or non-existent or cannot get incorporated as a non-for-profit organization to fully exist and operate within state requirements. Therefore, the SIG needs to operate and be supported as a program under the auspices of the Park District.
- Group or Club does not have the need or ability to secure and afford the required insurance coverages to operate as an Affiliate or Booster Group and needs coverage as a program of the Park District and protections from liability under the provisions of the Tort Immunity Act.
- Group or Club due to the scope, nature and need of their interest and activities requires park and facility amenities and/or other support to successfully participate and facilitate the SIG.
- Group or Club has a defined need to create public awareness of the SIG through various community outlets, marketing resources, publications and social media outlets generated for and through the Park District to promote others with a similar interest to join and participate in their SIG.

SIGS are a part of the Affiliate, Parent and Special Interest Group Program and must apply and be approved through this platform as a SIG and be recognized as a sanctioned affiliation group of the Park District. SIG's are designated as a park district program and are required to operate and be controlled within the policies and procedures as they relate to a SIG operating as a program of the Park District. SIG's are governed through the terms and conditions of a Special Interest Group Agreement and are coordinated through an assigned Park District Program Coordinator and/or Staff Liaison.

There are no revenue sharing components nor relationships with a SIG and any fees collected in association to a SIG are processed through the Park District accounting systems and included into the District Annual Operating Budget. Expenses must be planned, submitted and approved through the Park District Budget and Appropriations process and required to follow all related purchasing and procurement policies and requirements. Any fees developed for the facilitation of a SIG must be coordinated through the Park District Program Coordinator and/or Staff Liaison.

SIG'S are a dependent group of participants/volunteers with a common interest to promote, support and encourage participants in a park district program offered to the community. All facets of the SIG and park district program are under the control, staffing and policy of the Palatine Park District. The SIG may organize to support the park district program through volunteerism, fund raising and general support of the participants, however no formal board or structure is required, and most activities can be completed through word of mouth or informal activities and communications.

SIG'S work dependently but in coordination with the Program Staff Liaison or Coordinator, if different. SIG'S may form a board or committee structure if applicable and desired, however these groups have no authority or binding actions. SIG'S may from time to time have and provide input, feedback or ideas to the Program Liaison or Coordinator to enhance, expand or improve the program. All related SIG activities are operated through the Park District and incorporated into the operating budget for the program in question. SIG'S do not obtain their own bank accounts or any federal or state registrations or status. All banking, financial and corporate status and activities are completed by the Park District.

The relationship with the Park District and SIG'S is one of collaboration and support through a Special Interest Group (SIG) Agreement and an appointed park district staff liaison. The members of a SIG support and assist with the needs and interests of the park district operated program. It is a conduit of support through a volunteer force and potentially, but not required, fundraising activities to enhance the program and budget developed, managed and controlled by the park district. All purchasing functions to help support the program are secured, purchased and follow the procurement policies of the Park District and must be planned, coordinated and included in the program budget of the Park District. The main support of the Park District for SIG'S is to offer and provide for the program and solicit input and feedback from the interested participants to enhance and continually improve the park district program. In the end, the SIG operates dependently with the Park District, and acts and serves as an interested and engaged advisory group to the park district program in question.

SIG'S, as an informal but engaged group, are considered part of the program and park district, thus all insurance requirements are covered under the umbrella of the park district's policy and related levels of

liability coverage. This also includes Board errors and omissions, general liability and current protections under the Tort Immunity Act. SIG'S are bound by all the related policies and procedures of the park district as a program, including the District's Criminal Background Check policy for all recorded board members (if applicable) and participants who work directly with youth under the age of 18 on park district property as part of their participation. If only participating themselves alongside you this policy is not required.



AFFILIATE AND PARENT GROUP DEFINITIONS

JOINT/COOPERATIVE PROGRAM PROVIDERS

The District relies on hundreds of vendors, groups and organizations to assist in providing and leading recreational programming throughout the year. A Joint/Cooperative Program Provider is a company, park district, other local unit of government or special interest group that has a focus and interest of combining expertise, resources and support towards offering a common program or service to the community. Partnerships with joint and cooperative program providers are organized and governed differently based on the purpose of the program and/or services provided. The relationship and related agreement and terms are associated with the provider and District, the scope and nature of the program facilitation, and related support provided by the provider to support the common program and or services. All joint and cooperative program providers are defined as Park District programs and thus under the auspices, policies, controls and systems of the Park District.

Joint and Cooperative Program Providers are classified into two (2) separate sub-groups and are listed and defined as follows:

Independent Contractors

This type of provider is typically a company vendor who specializes in an expertise related to a program or service desired to be offered through the park district to the community that otherwise would not be offered due to the District's inability to perform in-house the essential instruction necessary for a successful program. The vendor is usually a private, for profit operator and the relationship with the District is one of a contractual arrangement. This type of provider is governed by an Independent Contractor Agreement provided by the District. The Provider must supply its own insurance by submission of a Certificate of Insurance listing the Park District as additionally insured or sign a liability waiver.

The Provider is paid by the District through an accounts payable check and is reported income of the Provider through a W9 filing. The payment(s) are typically paid through a net revenue sharing percentage arrangement based on participation numbers and after all related program expenses are subtracted. The Provider does provide the staffing and expertise necessary to operate a successful program. They may or may not provide program space, supplies, equipment and other support as part of the terms and conditions defined in the Independent Contractor Agreement.

In cases where the District provides program space, equipment or other support services, the District typically considers a higher revenue sharing percentage of the net financial position of the program as a means towards effective cost recovery. The program is typically coordinated by the District through the

assigned Program Coordinator and acts as the main point of contact with the corresponding independent contractor.

Cooperative Program Providers

This type of provider is typically another park district, local unit of government or community organization that has a shared interest and vision towards offering an existing or new program or service. However, the program or service does not have the demand, space, staffing or other functional support to provide such programs and related services on their own. Typically, these providers seek partnerships since the demand for the program or service does not justify operating such programs and would otherwise be canceled or not provided at all within their respective communities. The other main reason this structure is chosen is that a neighboring organization already has a successful program but requires a specialty facility space or equipment that the organization does not currently have available to them in their inventory of facilities and program space.

These cooperative programs are typically governed through an executed intergovernmental cooperative agreement (IGA) or a Memo/Letter of Understanding between the cooperative provider(s). Typically, there may be a host provider that is usually defined by the District or organization which the program is physically being held. Both providers will accept and process their own resident registration of participants and share the results to yield a master full roster. The Host also typically facilitates the scheduling, staffing and program support, however pending the terms and conditions defined in the IGA or Memo of Understanding could be shared or assigned to the non-host of the program or service.

The IGA governs the roles, responsibilities and waivers of liability assigning additionally insured of all parties involved in the cooperative. Program fees are typically set by consensus of all cooperative parties and revenue sharing is typically split by the number of participants each cooperative party processes, however other 50/50 splits or revenue sharing would be possible and defined by the cooperative IGA. The goal in all cooperative program provider arrangements is that all cooperative parties cover their related program support costs and cost recovery needs and shares proportionately in any surplus revenue generated by the cooperative program and services.



AFFILIATE AND PARENT GROUP DEFINITIONS

PARK DISTRICT VOLUNTEERS

Palatine Park District volunteers are an important part of the park district and assisting in its ability to provide a year round, comprehensive program to the community at large. Park District volunteers are considered a part of the human resources available to help operate the park district and utilize the time, skills, talent and energy of those individuals and groups who have a desire and passion for giving back to the community in which they live, work and play.

Volunteers can give of their time, energy and talents in a variety of ways to help improve, enhance or expand the programs and services offered by the park district. The volunteer program is currently named TREE (Tremendous Results through Everyone's Efforts). The TREE Program is managed and led by the Park District Recruitment and Volunteer Coordinator. All volunteers are required to complete an application and successfully pass a criminal background check when engaged in park district activities on park district property with youth under the age of 18. Volunteers must also complete an orientation prior to completing their volunteer hours.

Volunteers are accepted for all ages and interests including high school and college students needing to meet their community service and volunteer hours for graduation. Volunteers under the age of 12 must be accompanied by a parent or guardian. Other restrictions may come into effect depending on the scope and nature of the volunteer opportunity and need and use of various equipment or transportation. These restrictions and related limitations and requirements are facilitated and listed by the Recruitment and Volunteer Coordinator so interested volunteers know of any limitations or age requirements. The Recruitment and Volunteer Coordinator has the sole authority to assign or not assign volunteers accordingly. Volunteers can join as an individual, family or work group.

Volunteers are used and assigned for a variety of opportunities including but not limited to, special events, programs, coaching, park cleanup projects, and office work among many others. Opportunities which are seeking volunteers are posted on the volunteer page of the park district website at www.palatineparks.org. Efforts are made to honor all requests and to align volunteer interests and schedules to each and every volunteer assignment. The Volunteer Program is governed by the policies, procedures and protocol outlined in the Park District Volunteer Manual.

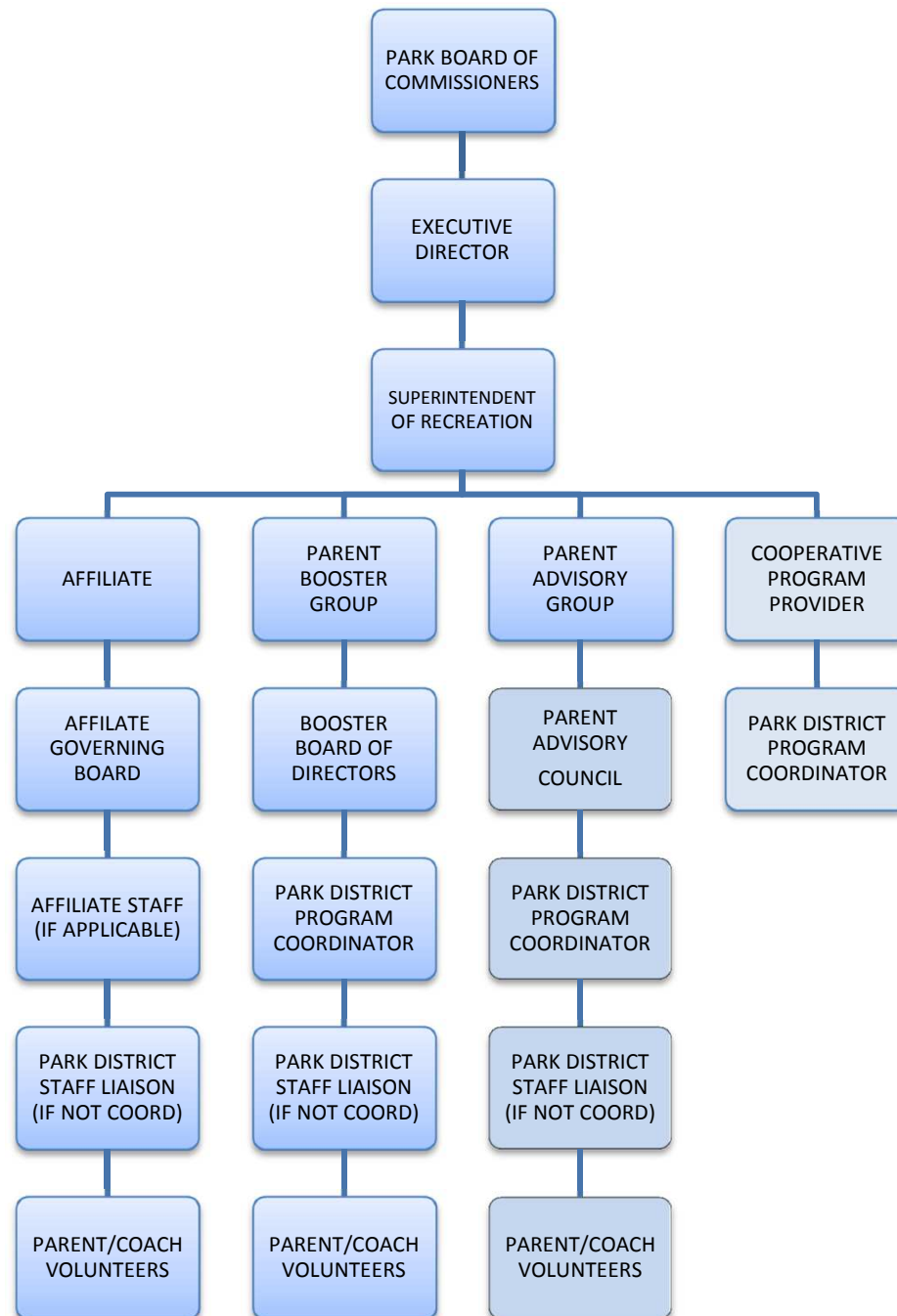
Volunteers work closely with park district staff and other volunteers before, during and even after their assignment. Volunteers are recognized for their efforts through mentions in the park district volunteer newsletter as well as an annual recognition banquet. Volunteers are considered a part of the park district work force thus all insurance requirements for general liability and a special policy for volunteers in case of injury or claim while conducting volunteer services are covered under the park district policies.

The relationship with the Park District and Volunteers is one of collaboration and support and is formalized through the Volunteer Application and each assignment agreement. The main support of the Park District for volunteers is to provide safe, fun and interesting opportunities to donate their time, talents and energy to the various aspects of the park district that is enhanced or expanded by the efforts of volunteers. The Park District provides safety and orientation training, volunteer t-shirt among other perks such as food, beverages and on-going staff support and direction.

The Park District monitors and tracks the number of volunteers recruited, used and the number of hours performed by volunteers throughout the year. The Recruitment and Volunteer Coordinator provides an annual report of this data and more to the Park Board of Commissioners.



AFFILATE AND PARENT GROUP ORGANIZATIONAL CHART



**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	A	B	C	D	E
1	<u>CRITERIA</u>	Classification of Program	Independent from the Park District	Governance	By-Laws, Board Policy and Meetings, Roberts Rule of Order
2					
3	AFFILIATE GROUP	Own Program - Sole Provider	Fully	Own Independent Voting Board of Directors	Yes - Required to be Submitted to Park District with Agreement and Renewals
4					
5	PARENT BOOSTERS GROUP	Park District Program with Separate Parent Booster Club/Board	Partially - Booster Board No but All Else Yes	Own Independent Voting Board of Directors (Boosters Only)	Yes - Required to be Submitted to Park District with Agreement and Renewals
6					
7	PARENT ADVISORY GROUP	Park District Program with Parent Volunteers to Support - No Formal Board	Not Independent	Board or Volunteers in Advisory Capacity Only in Coordination with Staff Liaison	Suggested if has a Board, Otherwise Follows Park District Policy and Coordination with Staff Liaison
8					
9	SPECIAL INTEREST GROUP	Park District Program OR Separate Club - No Parent Support or Volunteers	Not Independent	Club is Advisory with Coordination with Staff Liaison	Suggested if has a Board, Otherwise Follows Park District Policy and Coordination with Staff Liaison
10					
11	COOPERATIVE PROGRAM PROVIDER	Park District Program Governed by Independent Contractor Structure	Not Independent with Regard to Program, however Instructor is Independent	Governed by Program Service Agreement or Independent Contractor Agreement	No - All Terms and Conditions are Part of Contractual Agreements

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	F	G	H	I	J
1	CRITERIA	Federal Employer ID Number (FEIN) with IRS	Incorporation in IL with Secretary of State	Sales Tax Exemption with IL Dept. of Revenue	Not For Profit Status for Federal and State
2					
3	AFFILIATE GROUP	Yes - Required with OnLine Phone or Mail in Application Process	Required - Application, Fees and Renewal with Annual Filing	Required - Apply and/or Renew on ILDR Website Every 5 Years	Suggested - Annual Filing Required for Federal (990) and State (AG990)
4					
5	PARENT BOOSTERS GROUP	Yes - Required with OnLine Phone or Mail in Application Process	Required - Application, Fees and Renewal with Annual Filing	Required - Apply and/or Renew on ILDR Website Every 5 Years	Suggested - Annual Filing Required for Federal (990) and State (AG990)
6					
7	PARENT ADVISORY GROUP	No - Falls Under Park District FEIN Number	No - Program is Included within Park District Municipal Corporation Status	No - Tax Exempt Status is Extended Through Park District	No - Included as part of Park District Not for Profit Status
8					
9	SPECIAL INTEREST GROUP	No - Falls Under Park District FEIN Number	No - Program is Included within Park District Municipal Corporation Status	No - Tax Exempt Status is Extended Through Park District	No - Included as part of Park District Not for Profit Status
10					
11	COOPERATIVE PROGRAM PROVIDER	No - Covered if Applicable Under Contractual Agreements	No - Covered if Applicable Under Contractual Agreements	Not Required, However Tax Exempt Status of Contractor is Not Extended through Park District	Not Required - If Applicable will Be Governed by Contractual Agreements

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	K	L	M	N
1	<u>CRITERIA</u>	Related Fees and Charges	Establishment of Fees and Charges Schedule	Establishment of Annual Operating Budget
2				
3	AFFILIATE GROUP	\$10 per Registration Development Fund Surcharge/15% NR HS Surcharge/\$25% NR Surcharge/Opt-In Billable Contractual Services at Current Published Rates by PPD	Independently determined by Affiliate. Annual copy to PPD for Marketing and Affiliate File	Independently determined by Affiliate. Annual copy to PPD for Marketing and Affiliate File
4				
5	PARENT BOOSTERS GROUP	Program - No Related Fees and Charges Other than Budget Cost Recovery/ Booster Board Only Activities Opt-In or Billable Charges Apply at Current Published Rates of PPD for Contractual Services	Established by Park District via Budget; Input Permitted by Booster Board with Staff Liaison.	Booster Activities Determined Independently. Program determined by PPD through Budget with Input from Boosters
6				
7	PARENT ADVISORY GROUP	No Related Fees and Charges - All Covered in PPD Program Budgets	Established by Park District via Budget; Input Permitted by Parent Board with Staff Liaison.	Established by Park District via Budget; Input Permitted by Parent Board with Staff Liaison.
8				
9	SPECIAL INTEREST GROUP	Program - No Related Fees and Charges Other than Budget Cost Recovery/ Club Only Activities Requests for PPD Support or Opt-In Billable Charges Apply at Current Published Rates of PPD for Contractual Services	Established by Park District via Budget; Input Permitted by Club Leadership with Staff Liaison.	Established by Park District via Budget; Input Permitted by Club Leadership with Staff Liaison.
10				
11	COOPERATIVE PROGRAM PROVIDER	Varies and is Governed and Determined by Contractual Agreement Terms and Conditions	Varies and is Governed and Determined by Contractual Agreement Terms and Conditions	Varies and is Governed and Determined by Contractual Agreement Terms and Conditions

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	O	P	Q	R
1	<u>CRITERIA</u>	Fundraising Activities	Capital Improvement Cost Sharing	Criminal Background Check Policy
2				
3	AFFILIATE GROUP	Permitted and on Own without Restriction. Must Obtain Approval with Special Use permit if Conducted on PPD Property	Available - Coordinated with Staff Liaison During Capital Plan and Budget at 50/50 Cost Share Program	Required - Certified Letter Submission by Authorized Agent Stating Successful Completion of Required Checks Full Compliant with PPD Policy
4				
5	PARENT BOOSTERS GROUP	Permitted and on Own without Restriction. Must Obtain Approval with Special Use permit if Conducted on PPD Property	Available - Coordinated with Staff Liaison During Capital Plan and Budget. If Booster Board Request it is at 50/50 Cost Share Program	Required - Provided by PPD at No Cost for Program Volunteers. Booster Board May be Required Dependent on Booster Activities
6				
7	PARENT ADVISORY GROUP	Permitted - Must be Coordinated with Staff Liaison and Approved by Corresponding Superintendent	Not Available - Made Part of PPD Capital Plan and Budget as a Program	Required - Provided by PPD at No Cost for Program Volunteers.
8				
9	SPECIAL INTEREST GROUP	Permitted - Must be Coordinated with Staff Liaison and Approved by Corresponding Superintendent	Not Available - Made Part of PPD Capital Plan and Budget as a Program	Required - Provided by PPD at No Cost for Program Volunteers.
10				
11	COOPERATIVE PROGRAM PROVIDER	Permitted - Must be Coordinated with Staff Liaison and Approved by Corresponding Superintendent and if Applicable a COI Submission	Not Available - Made Part of PPD Capital Plan and Budget as a Program	Required - Provided by PPD at No Cost for Program Volunteers. Contractual Instructors Required to Submit at their Own Cost via PPD or Provide Letter Certifying Compliant with PPD Policy

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	S	T	U	V	W
1	CRITERIA	Management and Support of Volunteers	Type of Agreement	Procurement and Purchasing Policy and Protocol	PALS Representation
2					
3	AFFILIATE GROUP	On Own - Must Meet Required Training and Certification to Volunteer on PPD Property. List Must be Submitted to Staff Liaison Prior to Starting Volunteer Service	Full Independent Affiliate	Fully Independent - Follows Own Purchasing Policy and Protocol, Cannot Use PPD Tax Exemption	Required
4					
5	PARENT BOOSTERS GROUP	On Own - Must Meet Required Training and Certification to Volunteer on PPD Property. List Must be Submitted to Staff Liaison Prior to Starting Volunteer Service	Quasi-Affiliate between Booster Board Activities and Program	Booster Board Activity Only - Independent Follow Own Policy, Cannot Use PPD Tax Exempt Status/ Program - Must Follow All PPD Purchasing Policy Requirements and Can Use Tax Exemption	Required
6					
7	PARENT ADVISORY GROUP	Completed through PPD Volunteer Program. Facilitated through Corresponding Program Coordinator, Staff Liaison and Volunteer Coordinator	Park District Program	Park District Program - Must Follow All PPD Purchasing Policy Requirements and Can Use Tax Exemption	Suggested
8					
9	SPECIAL INTEREST GROUP	Completed through PPD Volunteer Program. Facilitated through Corresponding Program Coordinator, Staff Liaison and Volunteer Coordinator	Park District Program or Quasi-Affiliate if Club Structure	Park District Program - Must Follow All PPD Purchasing Policy Requirements and Can Use Tax Exemption	Suggested
10					
11	COOPERATIVE PROGRAM PROVIDER	Completed through PPD Volunteer Program. Facilitated through Corresponding Program Coordinator, Staff Liaison and Volunteer Coordinator	Park District Program Unless Contractual	Park District Program - Must Follow All PPD Purchasing Policy Requirements and Can Use Tax Exemption, Unless Contractual with Terms within the Agreement	Suggested - Unless Contractual

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	X	Y	Z	AA	AB
1	CRITERIA	Staff Liaison Representative	Board Meetings	Year End Annual Report to	Required Annual Filings
2					
3	AFFILIATE GROUP	Appointed Park District Staff Member	Required - Suggest Use of Proper Meeting Rules and Protocol with Agendas and Minutes. Staff Liaison to Attend Board Meetings and Rep to PALS to Attend Meetings	Required	To PPD - Annual Income Statement, Budget, Board Member Directory, Annual Report, Bank Reconciliations. Other - IRS 990, Attorney General AG990, IL Sec. of State NFP w Fees
4					
5	PARENT BOOSTERS GROUP	Appointed Park District Staff Member	Required - Suggest Use of Proper Meeting Rules and Protocol with Agendas and Minutes. Staff Liaison to Attend Board Meetings and Rep to PALS to Attend Meetings	Required	To PPD - Annual Income Statement, Budget, Board Member Directory, Annual Report, Bank Reconciliations. Other - IRS 990, Attorney General AG990, IL Sec. of State NFP w Fees
6					
7	PARENT ADVISORY GROUP	Appointed Park District Staff Member	Suggested if a Board Exists. Follow Same Rules and Attendance as Above. If No Board Then Just an Year End Annual Report on Club/Program Presented to Park Board	Suggested	PPD - Annual Year End Report to Park Board; Board Member Directory (if applicable for both)
8					
9	SPECIAL INTEREST GROUP	Appointed Park District Staff Member	If Program - None - All Governance is Handled through Volunteer Program and Program Coordinator. If Club - Suggested with Year End Annual Report	Suggested	PPD - Annual Year End Report to Park Board; Board Member Directory (if applicable for both)
10					
11	COOPERATIVE PROGRAM PROVIDER	Appointed Park District Staff Member	None - All Governance is Handled through Volunteer Program and Program Coordinator	Suggested - Unless Contractual	PPD - Annual Year End Report to Park Board; Board Member Directory (if applicable for both); None if Contractual

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	AC	AD	AE	AF
1	CRITERIA	Stakeholders/Key Individuals or Groups	Operational Guidelines and Manuals	Included Support and Services Rendered by Park District as a APGI Member
2				
3	AFFILIATE GROUP	Affiliate Board; Park Board; Staff Liaison; Asst. Supt of Parks/Rec/Facilities; Volunteer Coaches, PALS Rep	Affiliate, Parent and Special Interest Group Program Handbook	Field/Space Permitting and Scheduling; Field/Space Prep and Basic Maintenance Services; Staff Liaison Support; Opt-In Support and Services from Agreement; Field/Space Improvements and capital Outlay; Endorsed by PPD as Community Sole Provider
4				
5	PARENT BOOSTERS GROUP	Affiliate Board; Park Board; Staff Liaison; Asst. Supt of Parks/Rec/Facilities; Volunteer Coaches, PALS Rep	Affiliate, Parent and Special Interest Group Program Handbook	Same as Affiliate Group Above, Plus Liability Insurance Coverage for All Booster Activities within Scope of Program; Tort Immunity Protection; Criminal Background Check Processing
6				
7	PARENT ADVISORY GROUP	Booster Board; Park Board; Staff Liaison; Asst. Supt of Parks/Rec/Facilities; Volunteer Coaches, PALS Rep	Program Handbook	All Support, Services and Benefits Provided to All Park District Programs
8				
9	SPECIAL INTEREST GROUP	Club or Program Leadership; Program Coordinator; Staff Liaison; Asst. Supt. Parks, Rec, Facilities; Volunteers; PALS Rep	If Program - Program Handbook; If Club - Affiliate, Parent and Special Interest Group Program Handbook	All Support, Services and Benefits Provided to All Park District Programs
10				
11	COOPERATIVE PROGRAM PROVIDER	Program Coordinator; Contractor; Staff Liaison (if applicable)	Program Handbook or IGA or Contractual Agreement	All Support, Services and Benefits Provided to All Park District Programs; Unless Contractual then Bound by Terms of Agreement with Contractor

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	AG	AH	AI	AJ
1	CRITERIA	Insurance - Bonded Board Errors and Omissions Coverage	Insurance - Commercial General and Umbrella Liability Coverage	Insurance - Business Auto and Umbrella Liability Coverage
2				
3	AFFILIATE GROUP	Required - Own Policy and Cost - Copy of Coverage (COI) Filed with PPD at Specified Policy Amounts	Required - Own Coverage and Cost. Endorsed COI Must be Filed with PPD at Specified Policy Amounts	Required - Own Coverage and Cost (if applicable) Endorsed COI Must be Filed with PPD at Specified Policy Amounts
4				
5	PARENT BOOSTERS GROUP	Required for Booster Board - Own Policy and Cost - Copy of Coverage (COI) Filed with PPD at Specified Policy Amounts	Required for Booster Board - Own Policy and Cost - Copy of Coverage (COI) Filed with PPD at Specified Policy Amounts	Coverage Covered by PPD Umbrella Liability Plan
6				
7	PARENT ADVISORY GROUP	Coverage Covered by PPD Umbrella Liability Plan	Coverage Covered by PPD Umbrella Liability Plan	Coverage Covered by PPD Umbrella Liability Plan
8				
9	SPECIAL INTEREST GROUP	Coverage Covered by PPD Umbrella Liability Plan	Coverage Covered by PPD Umbrella Liability Plan	Coverage Covered by PPD Umbrella Liability Plan
10				
11	COOPERATIVE PROGRAM PROVIDER	PPD In House Program - Coverage Covered by PPD Umbrella Liability Plan; If Contractual Own Policy and Cost - Copy of Coverage (COI) Filed with PPD at Specified Policy Levels or Signed Waiver of Claims	PPD In House Program - Coverage Covered by PPD Umbrella Liability Plan; If Contractual Own Policy and Cost - Copy of Coverage (COI) Filed with PPD at Specified Policy Levels or Signed Waiver of Claims	PPD Program - Coverage Covered by PPD Umbrella Liability Plan; If Contractual Own Policy and Cost - Copy of Coverage (COI) Filed with PPD at Specified Policy Levels or Signed Waiver of Claims

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	AK	AL	AM	AN
1	CRITERIA	Worker's and Volunteer Compensation Coverage	Program/Group Extended Tort Immunity Protection	Accident/Incident/Property Damage Reporting Required
2				
3	AFFILIATE GROUP	Required - Own Coverage and Cost (if applicable) Endorsed COI Must be Filed with PPD at Specified Policy Amounts	No	Required - Completed by Affiliate in Coordination with Staff Liaison and Copy PPD Risk Manager ASAP - If Employee or Volunteer Injury Call MEDCOR Immediately
4				
5	PARENT BOOSTERS GROUP	Coverage Covered by PPD Umbrella Liability Plan	Yes	Required - Completed by Affiliate in Coordination with Staff Liaison and Copy PPD Risk Manager ASAP - If Employee or Volunteer Injury Call MEDCOR Immediately
6				
7	PARENT ADVISORY GROUP	Coverage Covered by PPD Umbrella Liability Plan	Yes	Required - Completed by Affiliate in Coordination with Staff Liaison and Copy PPD Risk Manager ASAP - If Employee or Volunteer Injury Call MEDCOR Immediately
8				
9	SPECIAL INTEREST GROUP	Coverage Covered by PPD Umbrella Liability Plan	Yes	Required - Completed by Affiliate in Coordination with Staff Liaison and Copy PPD Risk Manager ASAP - If Employee or Volunteer Injury Call MEDCOR Immediately
10				
11	COOPERATIVE PROGRAM PROVIDER	PPD Program - Coverage Covered by PPD Umbrella Liability Plan; If Contractual Own Policy and Cost - Copy of Coverage (COI) Filed with PPD at Specified Policy Levels or Signed Waiver of Claims	Yes - Unless Contractual	Required - Completed by Affiliate in Coordination with Staff Liaison and Copy PPD Risk Manager ASAP - If Employee or Volunteer Injury Call MEDCOR Immediately

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	AO	AP	AQ
1	CRITERIA	Park District Billing Terms for Opt-In and Billable Services	Contractual and Billable Support and Services Rendered by Park District
2			
3	AFFILIATE GROUP	Monthly Billing Unless Otherwise Agreed Upon; Net 30 Terms; Invoice Supplied with Documented Backup	Time and Material for Services Requested Beyond Set Basic Maintenance Package; Field Lighting and Utilities; Development Fund Fees; Applicable Non-Resident Fees; Opt-In Contractual Services for Registration, Marketing, Accounting; Background Checks; Scheduling, Storage, Etc. All Fees and Charges Apply and at Rates Currently Published by PPD Fees and Charges Schedule Each Year
4			
5	PARENT BOOSTERS GROUP	Monthly Billing Unless Otherwise Agreed Upon; Net 30 Terms; Invoice Supplied with Documented Backup	Time and Material for Services Requested Beyond Set Basic Maintenance Package; Field Lighting and Utilities; Development Fund Fees; Applicable Non-Resident Fees; Opt-In Contractual Services for Registration, Marketing, Accounting; Background Checks; Scheduling, Storage, Etc. All Fees and Charges Apply and at Rates Currently Published by PPD Fees and Charges Schedule Each Year
6			
7	PARENT ADVISORY GROUP	No Billing - Handled through PPD Finances and General Ledger Accounting	No Billing or Contractual Opt-In Services - All Provided as a Park District In House Program
8			
9	SPECIAL INTEREST GROUP	No Billing - Handled through PPD Finances and General Ledger Accounting	No Billing or Contractual Opt-In Services - All Provided as a Park District In House Program
10			
11	COOPERATIVE PROGRAM PROVIDER	No Billing - Handled through PPD Finances and General Ledger Accounting, Unless Contractual then Billing is Handled through Terms of Contractual Agreement	No Billing - Handled through PPD Finances and General Ledger Accounting, Unless Contractual then Billing is Handled through Terms of Contractual Agreement

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	AR	AS
1	<u>CRITERIA</u>	Benefits of Program Provided by Park District
2		
3	AFFILIATE GROUP	<p>Skilled Field Prep and Maintenance Staff; Upgraded Amenities Through Capital Plan; Coach Training and Certifications; Lightning Protection System; Staff Liaison Service and Support; Equipment Access and Storage; Field Lighting; Extensive Park and Trail Systems with Courts/Fields, Etc; Marketing and Promotional Support; Social Media Outlets and Management; Financial and Accounting Support; Volunteer Coordination and Support</p>
4		
5	PARENT BOOSTERS GROUP	<p>Skilled Field Prep and Maintenance Staff; Upgraded Amenities Through Capital Plan; Coach Training and Certifications; Lightning Protection System; Staff Liaison Service and Support; Facility Access and Scheduling; Field or Court Permitting and Scheduling Support; Equipment Access and Storage; Field Lighting; Extensive Park and Trail Systems with Courts/Fields, Etc; Marketing and Promotional Support; Social Media Outlets and Management; Financial and Accounting Support; Volunteer Coordination and Support</p>
6		
7	PARENT ADVISORY GROUP	<p>All Services and Benefits Provided as an In-House Park District Program</p>
8		
9	SPECIAL INTEREST GROUP	<p>All Services and Benefits Provided as an In-House Park District Program</p>
10		
11	COOPERATIVE PROGRAM PROVIDER	<p>All Services and Benefits Provided as an In-House Park District Program; Unless bound by Contractual Agreement then Follow Terms and Conditions Thereof</p>

**Palatine Park District Affiliate, Parent Group and Special Interest Groups
Quick Reference Guide and Criteria Worksheets**

	AT	AU	AV
1	<u>CRITERIA</u>	Non-Resident Ratios and Related Fess	
2			
3	AFFILIATE GROUP	Required to have a minimum of 75% of its participants as residents. Any one team or sub-group must have 50% residents. Per non-resident fee to use park district property is \$25. There is a \$15 for non-resident Palatine High School participant.	
4			
5	PARENT BOOSTERS GROUP	Required to have a minimum of 75% of its participants as residents. Any one team or sub-group must have 50% residents. Per non-resident fee to use park district property is \$25. There is a \$15 for non-resident Palatine High School participant.	
6			
7	PARENT ADVISORY GROUP	Required to have a minimum of 75% of its participants as residents. Any one team or sub-group must have 50% residents. Per non-resident fee to use park district property is \$25. There is a \$15 for non-resident Palatine High School participant.	
8			
9	SPECIAL INTEREST GROUP	Required to have a minimum of 75% of its participants as residents. Any one team or sub-group must have 50% residents. Per non-resident fee to use park district property is \$25. There is a \$15 for non-resident Palatine High School participant.	
10			
11	COOPERATIVE PROGRAM PROVIDER	No residency requirements and non-residents pay the non-resident rate currently published in park district catalog.	



Administrative Policy and Procedures Manual

- Policy
- Procedure
- Protocol/Best Practice

Section: **2.16.5**

History of Approvals:
APPROVED 4-10-18, REVISED 1-16-23

2.16.5 - Affiliate, Parent and Special Interest Group Program

The District works with hundreds of community groups, causes and special interest groups every year. This effort is both comprehensive and complex and often requires allocation of the valuable District financial and human resources to be effective, responsive and successful in the District’s community outreach efforts. To manage this complex effort, the District has developed an Affiliate, Parent and Special Interest Group (APGI) Program to prioritize and allocate resources in an organized, fair and consistent basis using a set of predetermined criteria and structure.

The objective of the APGI Program is to offer benefits to District recognized affiliate and parent assisted groups that are fair and non-biased, regardless of the cause and/or interest. By doing this, the District offers a clear understanding of the terms in each relationship. Thus, all stakeholders benefit proportionately, but more importantly, the citizens of the community are the true beneficiaries. Priority for key benefit levels are indicated, classified and offered to those groups which are more aligned with the District’s mission.

The APGI Program is also intended to create a sense of community and encourage, promote and foster the use of volunteers to enhance the recreational and open space needs of the community. Moreover, it is intended to provide a sense of community pride within the park system. These objectives are met by having a consistent framework of criteria and expectations along with a structure to support these efforts. This is all developed and communicated to potential APGI members so that a positive working relationship is fostered with every co-sponsored and sanctioned group, regardless of special interest or cause. Each classification is defined and details illustrated within this manual in Section 2.08 – Park and Facility Use.

A full APGI Program Manual has been developed and provided to each potential member. This manual not only outlines each member classifications and benefits and services provided, but it also serves as an orientation resource to new leadership within each APGI organization and how and what needs to be done to efficiently coordinate and receive services from the park district. District staff promotes the APGI Program within the community and recruits potential members. There is no fee to become a member, just time to complete the application and assemble the required paperwork. Once an application is received and reviewed by appointed key District staff and a determination on APGI membership is made. This is then communicated to the new member and all benefits and opportunities between the APGI member and District may commence.

Once a membership classification has been determined and approved, the APGI member will enter into an agreement with the District stating the roles, responsibilities, requirements and expectations of both parties to operate and support the identified program or cause. Each APGI member may also, within said agreement, opt-in to contractual support services with the park district as determined by each APGI governing body. The exception to opt-in services for all groups that are not defined as a park district program is general liability insurance.

APGI members are strongly encouraged to submit and present an annual report to the District at a regular monthly meeting of the Park Board of Commissioners. This effort is intended to have the APGI member highlight their accomplishments and report on opportunities and coordination with the District. APGI members are also recognized

annually through the District's web site, publications and an appreciation event. Staff conduct at a minimum an annual meeting with each member to continue to foster a positive relationship, evaluate past coordinated efforts and explore new opportunities where the partnership can benefit both parties and the community at large. A full resource manual of the APGI Program is available through the office of the Executive Director and District web site that provides all the details related to the APGI Program.



Affiliate, Parent and Special Interest Group Membership Application

Date of Application: _____

Affiliate Parent Booster Parent Advisory Special Interest Group

Applicant/Group Name: _____

Main Contact: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____

E-mail: _____ Web Address: _____

Board Officers: (Can provide on separate sheet and attach to the application)

Position	Name	Address	Phone	E-Mail

Constitution or By-Laws (attach a copy to application):

Yes No Pending N/A Reference Number: _____

Approval Date: _____ Expiration Date: _____

Illinois Incorporation (attach a copy of Incorporation status from IL Secretary of State to application):

Yes No Pending N/A Reference Number: _____

Approval Date: _____ Expiration Date: _____

Federal Employer Identification Number (attach FEIN designation from IRS to application):

Yes No Pending N/A Reference Number: _____

Approval Date: _____ Expiration Date: _____

Sales Tax Exemption (attach Illinois Department of Revenue E-Number status to application):

Yes No Pending N/A Reference Number: _____

Issuance Date: _____ Expiration Date: _____



Affiliate, Parent and Special Interest Group Membership Application

Not-for-Profit 501c-3/6 (attach Not-for-Profit status from IRS to application):

Yes No Pending N/A Reference Number: _____

Issuance Date: _____ Expiration Date: _____

Illinois Charitable Organization (attach Illinois Charitable Organization status from Attorney General's Office to application):

Yes No Pending N/A Reference Number: _____

Issuance Date: _____ Expiration Date: _____

Liability Insurance (attach Certificate of Insurance from provider to application):

Does the group have insurance coverage: Yes No If yes:

Carrier Name: _____ Policy Number: _____

Address: _____ City: _____ State: _____ Zip: _____

Commercial General | Umbrella Liability Coverage Level: \$ _____

Business Auto | Umbrella Liability Coverage Level: \$ _____

Bonded Board Errors and Omissions Coverage Level: \$ _____

Worker's / Volunteer Compensation Coverage Level: \$ _____

Dates of Current Coverage: _____ To: _____

Participation Trend (please provide information for the past three [3] years of participation):

Year	Resident	Non-Resident	H.S. Non-Resident	TOTAL

Leadership and Governance (please provide the following information):

Does the group have a formal Governing Board? Yes No

Number of Board Members: _____ Number of Committees: _____ Total number of volunteers: _____

Board Meetings (please provide the following information):

Host routine Board Business Meetings: Yes No If yes:

Day of week: M Tu W Th F Sa Su

Week of month: 1st 2nd 3rd 4th Starting Time: _____

Meeting location: _____

If meetings are not regular, please attach a copy of the current board meeting schedule.



Affiliate, Parent and Special Interest Group Membership Application

PALS Representation:

Each group has one seat at the Palatine Affiliate Leadership Society (PALS). Does your group want a PALS representative? Yes No

Name: _____ Phone: _____ E-mail: _____

Annual Report:

Each group provides an annual report and/or presentation to the Park Board of Commissioners. What is the preferred month each year to submit the annual report? _____

Staff Liaison:

Each group is assigned a Park District staff member to provide support and collaborate with the Park District.

Does your group want an assigned staff liaison? Yes No If yes:

Please indicate if there is a preferred staff member: _____

I, as an authorized agent of the Applicant Group, hereby certify by my signature affixed below, that the information provided within this application is complete and accurate and is a fair and reasonable representation of the Applicant Group. I further acknowledge and understand that if any information is found to be false this application will be null and void by the Palatine Park District. I also understand that the information provided will be verified and reviewed by the Park District in determining the eligibility and approval of an affiliate and/or parent group designation and that the decision by the Park District is final. In addition, it is further understood that the Palatine Park District as deemed in its best interest, to approve a designation other than one requested within the application. Each application will be considered on its own merit and must be reviewed by the Superintendent of Recreation and the Executive Director with formal approval by the Park Board of Commissioners. I, also as the authorized agent, agree to indemnify and hold harmless the Palatine Park District from any and all claims, demands, actions or litigation arising out of or in connection to this application.

Name (please print): _____

Signature: _____ Date: _____

Attest Signature: _____ Date: _____

OFFICIAL USE ONLY

Date Received: _____ Time Received: _____

Approved Designation: _____

Superintendent of Recreation: _____ Date: _____

Executive Director: _____ Date: _____

Park Board of Commissioners: _____ Date: _____

Appointed Liaison: Yes No Name: _____



Affiliate, Parent and Special Interest Group Membership Application

Notes:

**Palatine Park District
Affiliate Agreement**

With _____
(name of organization)

AGREEMENT made this _____ day of _____, 20____, (hereafter “Effective Date”) by and between the Palatine Park District, 250 East Wood Street, Palatine, Illinois, 60067 and _____, an Illinois _____ [address].

I. RECITALS

- A. The Palatine Park District (hereafter “Park District”) recognizes that certain organizations exist within the community with the mission to serve and enhance recreational opportunities for specific purposes and groups. Although the stated mission of the organizations may differ, the commitment to invest in recreational facilities and programs create a mutually beneficial environment in which quality recreation for all the individuals served by the Parties, as well as the general public, may be provided and enhanced.
- B. The Park District recognizes that the community’s best interests are served when the Park District is able to collaborate with outside organizations to coordinate, integrate and consolidate the provision of recreational facilities and programs in certain circumstances when basic functions are compatible, and a public benefit may be derived. Through collaborative relationships and joint efforts, recreational offerings to the public can be enhanced.
- C. In order to further these purposes for the benefit of the residents of Palatine and the Palatine Park District, the Park District is willing to establish a working relationship and cooperative agreement with _____ (hereafter “Affiliate”). Throughout this Agreement, Park District and Affiliate are sometimes individually referred to as “Party” and collectively as “the Parties.”
- D. With this Affiliate Agreement (the “Agreement”), the Parties will define the working relationship, mutual expectations, and individual responsibilities. Standards outlined herein are designed to ensure that the Parties’ concept of joint planning, use of resources, and facility and equipment maintenance is followed to the maximum extent possible, while retaining each Party’s essential organizational autonomy, discretion, and independent decision-making and action in the delivery of recreational programs and activities.
- E. Definition of Affiliate – An Affiliate of the Palatine Park District is an independent organization that establishes itself as a registered and recognized entity to operate in the State of Illinois and has an active and current status with the Internal Revenue Service, Illinois Department of Revenue, Illinois Secretary of State and the Illinois Attorney General’s Office as a not for profit, tax exempt organization with its own registered name, by-laws and articles of incorporation. The Affiliate has its own governing board, bank account and staff (if applicable) and organizes, manages and assigns its own volunteers.

- F. General Scope of Relationship Between Parties - The relationship with the Park District is one of collaboration and support through an appointed Park District Staff Liaison. The main support provided to an Affiliate is one of field and space permitting and field and space preparations, maintenance and improvements. The Park District recognizes an Affiliate as the sole endorsed provider for the community it serves within the sport and/or recreational activity the Affiliate provides. Priority is provided to Affiliates who offer and operate house recreational outlets for all to participate with a focus on equal access, equal participation, and basic skill development and aligns well with the Park District's Mission, Values and Goals. The Park District recognizes the need for competition and tryouts for those who wish to advance their skills and participation through travel and tournament play and the District will provide field permits and support for these opportunities if the teams established are a part of and recognized by the house program governance.
- G. Application and Required Supportive Materials and Documents – All materials and documents towards an Affiliate's application status must be completed fully and accurately. Said materials and documents are required to be submitted in conjunction with an application and the facilitation of this Agreement. It is the sole responsibility of the Affiliate to keep all materials, documents and information current through the office of the appointed Park District Staff Liaison. The following items are required (if applicable) to be submitted with a valid Affiliate application and an Agreement will not be facilitated until the application and all required materials and documents have been submitted for review and pending approval.
1. Copy of Currently Approved Constitution or By-Laws
 2. Copy of Current State of Illinois Incorporation Papers through the Illinois Secretary of State indicating approval.
 3. Copy of Current Federal Employee Identification Number paperwork as designated by the Internal Revenue Service.
 4. Copy of Current Illinois Sales Tax Exemption Status as designated through the Illinois Department of Revenue.
 5. Copy of Current Not for Profit 501C (3-6) Status as designated by the Internal Revenue Service.
 6. Copy of Current Illinois Charitable Organization Status and Annual Filing through the Illinois Attorney General's Office.
 7. Certificate of Insurance Coverages as outlined in this Agreement.

II. CRITERIA AND CONDITIONS

A. Residency Requirements

Require that at least [75%] of its members and participants be residents of the Park District. Once registration has been completed, the Affiliate shall notify the Executive Director to determine residency status. No one team within the program may also have less than 50% residency without formal approval from the Executive Director. A meeting with the Affiliate, assigned park district Staff Liaison and the Executive Director, and/or his designee, will be scheduled to verify the residency percentage of

the Affiliate and Parent Group Program. The Affiliate shall be responsible to bring with them the actual registration forms for review at this meeting. At no time shall the Park District retain any information provided by the Affiliate to determine residency participation.

B. Budget Submission

Provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by March 15th of each year or agreed upon date between the Affiliate organization and Park District.

C. Financial Reporting Submissions

Provide an annual financial statement or detailed report acceptable to the Park District documenting the Affiliate's current financial standing, including operational revenues, expenditures, and financial reserves, by July 1st of each year or agreed upon date between the Affiliate organization and Park District.

D. Third Party Sponsors and Sponsorship

The Affiliate shall obtain the written consent of the Park District before placing any sponsor banners on properties owned or controlled by the Park District. The Park District shall have the right to approve the size, text, style and location of any sponsor banners proposed by the Affiliate, and all banners shall be acquired and maintained by the Affiliate at its sole cost and expense.

E. Affiliate Officers and Board Members

Upon execution of this Agreement, the Affiliate shall provide a list of the Affiliate's officers and board members, including residential addresses, telephone numbers, and email addresses.

F. Affiliate Liaisons

The Affiliate shall designate both an Affiliate liaison and alternate Affiliate liaison and, upon execution of this Agreement, provide said Affiliate liaison's and alternate Affiliate liaison's telephone numbers, email and other contact information to the Park District.

G. Park District Liaisons

The Park District's Executive Director shall designate a Park District Staff Liaison as the main point of contact to communicate with the Affiliate and will provide the necessary contact information to the Affiliate.

H. Relationship of the Parties

This Agreement shall not be deemed to 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, or agents of the Park District.

I. **Cooperation**

Affiliate shall fully cooperate with any investigation conducted by or on behalf of the Park District. Failure to fully cooperate with any such investigation shall constitute a breach of Agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Affiliate privileges under this Agreement.

J. **Use of Park District Logos, Branding, and Marks**

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 during the term of this Agreement, provided the Park District shall have the right to approve the placement of such logo and link. 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. The right to use the Park District's logo is non-exclusive, non-assignable and nontransferable. All use by the Affiliate of the Park District's logo shall inure solely to the benefit of the Park District.

K. **Insurance Requirements and Levels of Coverages**

The Affiliate is designated as an outside group using park district property to facilitate its programs and services. Thus, there is no coverage of Affiliates under the park district general liability policy. In addition, as outside groups the Tort Immunity Act provisions and related protections are not extended to Affiliates of the park district. The Park District is governed by insurance requirements and coverages through the current municipal insurance pool membership it currently associates with, and require the following insurance policies and related minimum coverage levels for all Affiliates:

General Liability:

1. Commercial General Liability with a 1,000,000 Combined Single Limit of Liability.
2. Coverage is to be primary and non-contributory.
3. Name Palatine Park District as an "Additional Insured" and include the actual additional insured endorsement and attach it to the certificate of insurance.
4. Sports Associations must show evidence that their General Liability Policy will respond to injuries sustained by athletic participants.

General Liability: A minimum of one million dollars (\$1,000,000.) per occurrence coverage and a two-million dollar (\$2,000,000.) general aggregate coverage limit.

Coverage must include a primary and non-contributory additional insured endorsement and these requirements are considered a written contract should coverage be subject to a contract and or agreement.

Description of Operations: A Certificate of Insurance with Additional Insured Endorsement. The Palatine Park District is named as additional insured on a primary/non-contributory

basis, with respect to the operation of Affiliate programs and services held on Park District property and property secured through the Park District.

Certificate Holder: Include the Park District's full name and administration office mailing address at 250 E. Wood Street, Palatine, IL 60067.

Directors and Officers Policy:

Also known as Errors and Omissions coverage by Affiliate Board Officers and Members. A minimum of one million dollars (\$1,000,000) in coverage value is required.

Criminal Bond for Held Funds Policy:

This is required coverage for the crime of theft of money. The coverage should be of equal or greater value of the maximum amount on hand at any one time.

Questions about certificates including monetary limits, please contact assigned Park District Staff Liaison or Risk Manager.

The Affiliate must provide the Park District with proof of current, valid and minimum coverage levels through the annual submission of a Certificate of Insurance listing the Park District as additional insured.

L. Capital Expenditures and Cost Sharing Program

The District has a ten-year Repair and Replacement Plan to update and replace District infrastructure as the normal life cycle of assets expires. The District also maintains a Capital Plan for new or renovated Park District assets such as buildings, fields, etc.

The Affiliate will be notified annually by the Park District Staff Liaison of upcoming Repair and Replacement expenditures being appropriated by the Park District. Affiliates may wish to expand, enhance or change current infrastructure being repaired or replaced at its own discretion. In these cases, the Affiliate will be required to share in the cost of the expanded or enhanced improvement at a 50/50 cost sharing for the difference between the District's budgeted amount of said original improvement and the total cost of new expanded or enhanced improvement.

The Affiliate will be asked annually by the Park District Staff Liaison of new or renovated Park District assets to support their programs and services for capital expenditure requests to be considered in upcoming years of the District's Capital Plan. All requests will be forwarded to be considered by the Park District along with priorities of the Park District identified within the Capital Plan. No guarantees are provided that any Affiliate requests will be appropriated for funding and could be deferred several years after the original request. In cases that an Affiliate request is appropriated, the Affiliate is required to share in the total capital expense at a 50/50 cost sharing with the Park District.

In cases where a Repair and Replacement asset or Capital Plan expense is on a shared property with a school district and/or the capital expense is within the spirit and intent of the Intergovernmental Agreement (IGA) with a school district, the cost sharing for the total project cost with the Affiliate will be accounted for in thirds between the Affiliate, Park District and said School District.

M. Storage for Equipment and Materials

The Affiliate may currently opt-in to request storage areas within Park District buildings for equipment and materials necessary to effectively facilitate their programs and services. All storage area requests are reviewed on a case by case basis and subject to availability. The Park District also reserves the right to reject requests or terminate existing storage areas with 120 days' notice, if, the Park District deems the storage areas necessary for Park District use.

If storage areas are provided to the Affiliate, the Affiliate agrees to abide by the Park District policy on use and maintenance of provided storage areas and have a current and valid signed Storage Area Waiver Form by an authorized officer of the Affiliate.

N. Expenses for Equipment and Materials

The Affiliate acknowledges and agrees that the Affiliate 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. Affiliate shall be responsible for all charges listed in Section III of this Agreement.

O. No Discrimination by Affiliate

Activities, programs, and events sponsored by Affiliate shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

P. Criminal Background Checks

The Affiliate agrees to conduct at their own expense, criminal background checks for all employees and volunteers eighteen years of age or older who directly supervise individuals under the age of eighteen (18). Unless the Affiliate opts-in for the Park District to conduct criminal backgrounds checks, the Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer and meets the minimum requirements of the Park District Criminal Background Check Policy. Per policy requirements Affiliates are to submit annually a letter from an authorized officer of the Affiliate governing board certifying that all volunteer coaches and staff (if applicable) have successfully completed a criminal background check aligned with Park District Policy and related requirements.

Q. Positive Coaching Alliance (PCA) Training

Prior to the start of each season, the Affiliate shall require all Affiliate Youth Sports board members and liaisons to complete PCA training through the Park District.

The Park District strongly urges that the Affiliate require all coaches to complete PCA training as well as a concussion awareness and proper protocol training. The Affiliate shall reimburse the Park District for the cost of the PCA training provided by the Park District to any of the Affiliate's board members, liaisons and coaches. If the Affiliate's board members, liaisons and coaches have completed a similar training program to PCA the organization may request that the PCA requirement be waived. This request must be submitted to the Park District's Executive Director or designee for evaluation and approval by the Park District in its sole discretion.

R. Conduct Ordinance and Code of Conduct

Affiliates are required to abide by and enforce with their members and participants the Park District Conduct Ordinance 04-05 and all its provisions when using park district owned, leased or shared property to facilitate their programs and services. Affiliates in violation of the Park District Code must be remedied immediately and non-conformance or patterned violations may result in revocation of current and future privileges and Park District services within this Affiliate Agreement.

Affiliates are also encouraged to inform their members and participants of this Conduct Ordinance and follow an approved Code of Conduct within their respective programs. A copy of the Code of Conduct shall be submitted to the Park District for review to ensure alignment with District conduct expectations. Affiliates are also encouraged to notify all participants and parents of their Code of Conduct through the registration and waiver process and get signed confirmation that all involved agree to abide by the Park District Conduct Ordinance and Program Code of Conduct.

S. Child Offender Database

The Affiliate agrees to cross-reference all staff, employees and volunteers with the federal, state and/or local Child Offender Database. No board member, volunteer or staff member may be hired, or used as a volunteer that appears or is registered on any Child Sex and/or Abuse Offender sanctioned listing or directory.

T. Hiring and Retention of Employees, Staff, Officers and Volunteers

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.

U. Americans with Disabilities Act

The Affiliate will adhere to the Americans with Disabilities Act ("ADA") and shall make reasonable accommodation for all individuals with disabilities. The District shall make available at no cost the expertise and assistance in determining effective and legal

accommodations through its membership with the Northwest Special Recreation Association (NWSRA). Such assistance inquiries shall be facilitated through the office of the Park District Executive Director or designee.

V. **Non-discrimination in Employment, Volunteer, and Participation Criteria**

The Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

W. **Compliance with Law**

Affiliate shall comply with all other applicable codes, laws, ordinances and regulations of the Village of Palatine, Cook County, the State of Illinois, and Federal Government.

X. **Non-Compete Clause**

For a period of two (2) years following the date of termination of this Agreement, The Affiliate and its board members, coaches, officials and representatives will agree not to enter into or start a similar organization or trade in competition against the Palatine Park District.

III. OPT-IN SERVICES

The Park District provides an array of services and functions to support all park district programs, leagues and activities. Many organizations and special interest groups help support the District's mission and interests to provide recreational opportunities within the community and do such through volunteers. These groups either require or request various support services to ensure quality and well operated programs. Whether an affiliate group outside the purview of the park district or support parent board the park district is committed to provide support services and remain accountable to the tax funding provided by the residents of the community.

Thus, the park district has established a menu of opt-in services which include basic service packages for general support, as well as services that Affiliate, Booster and Special Interest Groups may contract with the park district to provide necessary support to effectively operate their program. Below are the services that are provided for general support, as well as those that groups may opt-in as contracted services. Basic service details as well as currently published contractual services rates are further identified in the Affiliate and Parent Group Handbook.

Affiliate and Parent Group Opt-In Options for Professional Services

- Criminal Background Check Processing**

All Park District Staff and Volunteers are required to successfully complete a criminal background check in accordance with policy. Please refer to District policy for details, requirements and process.

Affiliates – Required if using District property for all volunteers. District can be hired to process and track background checks, or Affiliate can conduct their own, provided if checks are processed through an approved vendor for all required background checks and related results are consistent with current District policy. Related processing fees are charged at current published rates. Schedule of current rates of all fees and charges for services rendered with background check processing are within the Affiliate and Parent Group Handbook – Appendix A.

☐ **Field and Space Preparation and Maintenance Services**

The Park District provides an array of maintenance and support to prepare fields and spaces for intended uses. Basic maintenance is provided to all groups that typically are completed in the course of supporting general public use. Basic service items for all fields and space preparation and maintenance services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates – Requests for maintenance and preparations of field and space beyond general basic public use items are available for hire and related fees are charged on a time and material basis at current published rates. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

☐ **Facility and Field Scheduling Services**

The Park District has invested staff and technology to ensure the population and management of a master schedule and calendar for all park district facilities, gymnasiums, rooms, spaces and outdoor fields. The professional staff within the District's Facilities Department provide a system and protocol to reserve, confirm and gain status on the use of each reservation. The basic package of services for all groups are complimentary space for all board and organizational meetings, affiliate and parent group discounted rates for District rooms, gymnasiums, indoor turf and complimentary use of District owned or operated outdoor fields. The complimentary use does not include maintenance support. Basic service items for all fields and space scheduling services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates – Requests for facility and field scheduling services beyond general basic public use items are available for hire and related fees are charged on a time and material

basis at current published rates. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

☐ **Registration Processing Services**

The Park District has the capability through its registration software to accept, process and manage participation registration transactions in person or on-line. Staff time to accept, facilitate, enter, process and reconcile with rosters can be hired by affiliates and parent groups as a professional service to support the organization and program. Basic service items for all registration processing are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates – Registration acceptance and processing is charged on per transaction or percentage of fees collected basis. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

☐ **Bookkeeping and Accounting Services**

The Park District employs professional accounting staff within the District’s Finance Department and performs an array of bookkeeping, financial reporting and accounting services to support organizations and District programs. Basic services available to affiliate and parent groups include distribution of revenue and expense reports, and assistance for account reconciliation. Processing of accounts payable is only available to Parent Groups in support of the District program. Requests for additional services will be considered on a case by case basis with the complexity and staff resources available to complete request being considered. Requests beyond basic services will be charged on an hourly basis. Basic service items for all bookkeeping and accounting services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates – Receive basic package of services complimentary. Required to opt-in to this service if accounting and book keeping services are requested as opt-in service. Services such as accounts payable, audit, tax filings or other support accounting services are charged on a time and material basis. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

☐ **Promotions and Marketing Services**

The Park District employs staff within the Communications and Marketing Division which perform the essential functions of promotions, awareness, print and social media management, graphic display among many other tasks to create effective communications and informational flow for District operations. All groups as part of their basic support receive published mention in the District’s seasonal print brochure,

as well as same mention on the District's web site with a link listed to the affiliate web site. Basic service items for all promotions and marketing services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates - Services beyond the basic scope of service illustrated above are available upon request to affiliates on a time and material basis for such items as flyers, posters, banners, etc. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

Staffing and Management Services

Periodically affiliate and parent groups may request and have a need for assistance with staff at events or activities. This may include, but not be limited to officials, referees, instructors, or support staffers. Facilitation of these requests for all affiliate and parent groups are evaluated and charged on a case by case basis as support of the program or community activity, however the affiliate or parent group is responsible to pay related staff wages or expenses to feed and support assigned volunteers. The District also reserves the option to waive staffing related costs for Affiliates.

Affiliates – Requests are facilitated at no charge to secure staffing needs. Costs charged are the actual wages and eligible benefits of staff and/or to feed and support working staff and costs related to background check requirements.

Equipment and Supply Storage Access

Many programs and groups require various equipment and supplies to operate and support the program. The park district has various opportunities to store and access areas for equipment and supplies. Park District programs receive priority for any storage needs and other requests are available pending availability. Groups approved for opt-in of storage access must have a signed Property Liability Waiver on file with park district. Basic service items for all fields and space equipment and supply storage access are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates – Opt-in requests are considered after all park district and program parent group requests are secured and pending availability of conducive space for storage needs. Annual rental fees are applied for any storage space secured on behalf of affiliate.

Bidding and Purchasing Services

Groups and related programs typically need to purchase equipment and supplies to support its program. The park district uses its Purchasing Policy and the required quotes

in accordance to District policy, as well as sealed competitive bidding in accordance to the Illinois Procurement Code (30 ILCS 500) for purchases in value over \$30,000. These services are facilitated through the District Services and Projects and Finance Departments.

Affiliates – Guidance and assistance is offered in this area without fees through the Affiliate Staff Liaison, however this is not an eligible opt-in service where the purchase is handled and secured through the park district procurement and accounts payable systems and use of the park district’s tax-exempt status is not permitted.

☐ **Training and Certification Services**

A goal of the District towards staff and volunteer management includes ensuring that the human resources available to support a program have proper or required training and certifications to ensure the safe and quality standards of a program. The park district offers an array of training and certification opportunities to accomplish this goal. These may include, but are not limited to, first aid, CPR/AED, concussion protocol, and Positive Coaching Alliance (PCA) certifications. Basic service items for all training and certification services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates – Training and certification services are charged on a per person basis to cover the cost of the park district to offer. See Appendix A of the Affiliate and Parent Group Handbook for current park district published rates.

☐ **Information Technology Services and Support**

The park district maintains a staff specifically charged with managing the District’s information technology (IT) systems and networks. All groups receive IT support and basic services include access and proper operation of web site links, included or opt-in on-line registration via park district software and mobile app. IT support for all park district programs and parent group activity within the purview of the program are provided at no charge in support of the program. Requests beyond the basic service items for all information technology services are charged to affiliates and booster parent group non-program related requests. These are charged on a time and material basis and are pending availability of District IT staff and rates are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Affiliates – Needs and related services beyond the basic scope of service illustrated above are available upon request to affiliates on a time and material basis for such items as hardware, software, network, internet and web or cloud based technology

assistance, etc. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

IV. FACILITY USE

A. Scheduling Requests

Affiliate shall make all requests to use Park District fields, facilities on the following schedule:

1. Spring/Summer season: Requests for use of the fields during the spring & summer season will be considered by the Park District commencing annually on December 15th or agreed upon date between the Affiliate and the Park District.
2. Fall season: Requests for use of the fields during the fall season will be considered by the Park District commencing annually on May 15th or agreed upon date between the Affiliate and the Park District.
3. The Affiliate hereby understands and agrees that the Park District shall have no further duty to notify the Affiliate of the above schedule and, in the event that the Affiliate fails to submit its request for use of the fields in accordance with the above schedule, the Affiliate waives its right to request said usage for the respective season and the Park District shall use or otherwise program the fields as the Park District determines in its sole discretion.
4. The Park District shall use its best efforts to accommodate the Affiliate's field requests, however, any and all Park District programs and leagues shall have priority scheduling for use of any Park District fields over all Affiliate organizations. In addition, fields determined to be in need of rest, repair and restoration by the Park District will be deemed unavailable for Affiliate use.

B. Requests for Non-Park District Fields

Affiliates upon request will be extended access and scheduling where the Park District has current intergovernmental agreements for shared space (current School Districts 15, 211) for hosting their programs and services. Requests at other private or public space not under the jurisdiction of the Park District or intergovernmental or use agreement thereof will be the responsibility of the Affiliate to inquire and confirm with said property owners.

C. Facility and Field Safety

It is the sole responsibility of the Affiliate to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use. However, if the Park District determines a field or facility closed this will supersede any Affiliate responsibility and related determination.

D. Weather Conditions

The Park District will solely determine if the current weather conditions and/or field conditions permit use of Park District fields and will update the Park District web site field cancellations page daily.

E. Lightening Warning System

All Affiliate members, coaches and participants agree to abide by the Park District policy and protocol with use of parks and fields under the lightening warning system. Non-compliance and violations not only place all involved in inherent danger but will also result in enforcement of this Agreement and privileges and status of remaining an Affiliate of the Park District.

F. Supervision and Security Services

The Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.

G. Storage Boxes

The Park District will provide one storage box at each permitted field for Affiliate's use, but 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.

H. Facility and Park District Rules

The Affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures including all provisions within the Park District Code of Conduct protocol.

I. Liaisons' Annual meeting

Prior to the start of each season, the Park District Liaison will schedule a meeting between the Affiliate Staff Liaison and the Superintendent of Parks and Planning to discuss any operational and field maintenance issues or concerns related to the Affiliate's use of said fields.

V. RENTAL/USAGE FEE

A. Fees and Charges

The Affiliate agrees to and shall pay the following fees and charges to the Park District: The base fee structure: Resident Fees, High School Non-resident fees 15% more than resident fees, Non-Resident Fees 25% more than resident fees, with the amount exceeding the resident amount payable to Park District. Additional fees payable may include the following charges at the rates listed or current published rates if changed. Park District Staff Liaison to provide Affiliate with current rates for all related fees and charges.

1. Affiliate Charge - \$10/participant
2. Facilities/Indirect Cost Recovery Charge – Rates Vary Based on program and Use
3. Capital Charge – \$10/participant
4. Utilities Charge – as per actual utilities charges billed.
5. Parks Maintenance Charge - \$9/participant.

B. Additional Maintenance List of Costs

Items requested by Affiliate beyond the standard of care or special requests for additional resources provided to the Affiliate by the Park District will be charged to the Affiliate at a time and material basis based on the current published rates for said work performed.

C. Maintenance of Shared Fields

In the event that two different organizations share a field and said field is only provided maintenance services once during the season, then the per-field maintenance cost shall be shared between the two organizations in proportions determined by the Park District.

D. Items to be Furnished to Affiliate

The following items shall be furnished to the Affiliate based on the Park District's cost (this list is not meant to be all inclusive):

1. ball diamond drying materials
2. field painting supplies
3. base anchors
4. chalk
5. portable toilets

6. pitching mound
7. batter box clay
8. goals
9. equipment boxes

E. Field Set-up

Prior to each season of play, the Park District will set up each of the fields, including striping the playing area. For turf fields, lay out and lining, for ball diamonds, installing base pegs, pitching rubbers, home plates, install goals, and lining outfield foul lines. After the initial setup has been done, the Affiliate shall be responsible for maintaining the striping, dragging field work, or consider contracting the District. Additional striping, when requested by an Affiliate, shall be done by the Park District at the Affiliate's expense of labor and material.

F. Facility Use

The Affiliate may rent the Park District's Gymnasiums (the "Gymnasium" or "Cutting Hall") or classrooms if the Affiliate requests a permit for said usage and pays the designated Affiliated rates, attached in Exhibits.

G. Park District Program Priority

The Park District shall use its best efforts to accommodate the Affiliate's request to use Park District facilities, as a second priority for use after seasonal Park District programs, however, any and all Park District programs and leagues shall have priority scheduling for use of the Gymnasium and programming areas over all Affiliate organizations.

H. Extension of Privileges with Park District Reciprocal Agreements

Park District upon request will attempt to secure outside Park District facilities with organizations in which the Park District has an existing relationship and/or reciprocal use agreement.

VI. ADVERTISEMENT

The Park District will draft a summary regarding the Affiliate for publication in the appropriate Park District Recreation Guide. The Affiliate is responsible for providing the Park District with any updates to this summary in accordance with the Park District's Program Guide Production Timeline. Timelines will be provided to the Affiliate on an annual basis by the appointed Park District Staff Liaison. The Park District also agrees to provide a link to the Affiliate's website on the Park District website. Any advertisement by the Affiliate for events or programs authorized by this Agreement shall be subject to

the Park District's prior written approval, and any costs borne by said advertisement shall be at the sole expense of the Affiliate.

1. Mailings
2. Marketing/Press Releases
3. Printing
4. Email
5. Participant data

VII. INSURANCE AND INDEMNIFICATION

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 Park District property by the Affiliate 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 of this Agreement by the Affiliate; (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.

VIII. TERMINATION AND DURATION

A. Duration

The initial term of this Agreement shall commence on _____ and end on _____ unless otherwise terminated herein. 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. Termination by Park District

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. The Park District may terminate this Agreement immediately due 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.

C. Termination by Affiliate

The Affiliate may terminate this Agreement by providing a minimum of 45 days prior written notice to the Park District.

D. Financial Obligations Upon Termination

Upon termination of this Agreement for any reason, the Affiliate shall have the 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 said fees and/or money owed.

IX. MISCELLANEOUS

A. 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.

B. No Waiver of Defenses or Immunities

Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

C. Merger

This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.

D. Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with 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.

E. Severability

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Assignment

Affiliate shall not assign any of its obligations under this Agreement without the Park District's prior written consent, which may be granted or withheld in the Park District's sole discretion.

G. Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

H. Captions and Headings

The captions and headings are solely for convenience of the Parties and shall not be utilized to interpret the meaning or intent of the Parties hereunder.

I. No Extension in use of Park District Tax Exemption Status

Park District sales tax ID and exemption status cannot be used by the Affiliate unless purchasing on behalf of the Park District and according to the full extent of the law. If the purchase is for equipment and/or supplies to improve and enhance the Park District program, the Affiliate may elect to have the purchase facilitated through the Park District procurement policies and procedures and then reimburse the Park District for the said expense. In these cases, the use of the tax-exempt status for these purchases is permitted. In cases where the purchase is for the benefit of individual participants that are within the Park District program and/or not part of the Park District program operating budget, then the purchase is required to be facilitated by the BPG through its own bank account and funds and the Park District tax-exempt status is not permitted to be used by the BPG.

J. Changing Affiliate or Parent Group Status

In cases where an Affiliate or Parent Group requests to be considered under a new definition and agreement of the Park District’s Affiliate and Parent Group Program, the organization must send a written letter of notification to the Park District Executive Director requesting the change and rationale supporting the decision to change by the Affiliate. A new application and required supporting documents and materials must be filed no later than 60 days for the letter of notification to request a change of status and is subject to review and approval by the Park District. A new agreement under the new classification, if approved, will then be executed to complete the change of status and classification decision.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer on the date set forth below their respective signature.

AFFILIATE:

PALATINE PARK DISTRICT:

By: _____

By: _____

Title: _____

Title: Executive Director

Date: _____

Date: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT 7-9-18

REVISED FINAL 3-17-23

Palatine Park District Boosters Parent Group Agreement

With _____
(name of organization)

AGREEMENT made this _____ day of _____, 20____, (hereafter “Effective Date”) by and between the Palatine Park District, 250 East Wood Street, Palatine, Illinois, 60067 and _____, an Illinois _____ [address].

I. RECITALS

- A. The Palatine Park District (hereafter “Park District”) recognizes that certain organizations exist within the community with the mission to serve and enhance recreational opportunities for specific purposes and groups. Although the stated mission of the organizations may differ, the commitment to invest in recreational facilities and programs create a mutually beneficial environment in which quality recreation for all the individuals served by the Parties, as well as the general public, may be provided and enhanced.
- B. The Park District recognizes that the community’s best interests are served when the Park District is able to collaborate with outside organizations to coordinate, integrate and consolidate the provision of recreational facilities and programs in certain circumstances when basic functions are compatible, and a public benefit may be derived. Through collaborative relationships and joint efforts, recreational offerings to the public can be enhanced.
- C. In order to further these purposes for the benefit of the residents of Palatine and the Palatine Park District, the Park District is willing to establish a working relationship and cooperative agreement with _____ (hereafter “Boosters Parent Group or BPG”). Throughout this Agreement, Park District and BPG are sometimes individually referred to as “Party” and collectively as “the Parties.”
- D. With this BPG Agreement (the “Agreement”), the Parties will define the working relationship, mutual expectations, and individual responsibilities. Standards outlined herein are designed to ensure that the Parties’ concept of joint planning, use of resources, and facility and equipment maintenance is followed to the maximum extent possible, while retaining each Party’s essential organizational autonomy, discretion, and independent decision-making and action in the delivery of recreational programs and activities.
- E. **Definition of Boosters Parent Group (BPG)** – A Parent Booster Group (“Boosters”) of the Palatine Park District is a quasi-independent organization from the Park District where the Booster Parent Board is recognized as a separate entity. However, the program and recreational activity itself is classified as a Park District program and under the control, staffing and policy of the Palatine Park District. The Boosters organize and volunteer to support the park district program through volunteerism, fund raising and general support of the participants.

Boosters work independently through a Board of Directors with their own governance. Bank account activity for the supplies, equipment, and operations facilitated through the Boosters Board activities and efforts are not included within the park district budget. Boosters have established itself as a registered and recognized corporation to operate in the State of Illinois and has an active and current status with the Internal Revenue Service, Illinois Department of Revenue, Illinois Secretary of State and the Illinois Attorney General's Office as a not for profit, tax exempt organization with its own registered name, by-laws and articles of incorporation. The Boosters organize, manage and assign its own volunteers in collaboration with the appointed Staff Liaison and the Park District Recruitment and Volunteer Coordinator; however, all staff required to operate and support the program is done by the park district.

- F. **General Scope of Relationship Between Parties** - The relationship with the Park District and Boosters is one of collaboration and support through a Boosters Agreement and an appointed Park District Staff Liaison. The Boosters Board controls and governs its volunteer force and the fundraising and purchasing functions to help support the program that is not a part of the normal and typical support and functions provided by the Park District and within the program descriptions, functions and budget. The main support of the Park District for BPG is to provide facility support, staff liaison coordination and coordination in events and fund-raising activities that are a part of the Booster Board plans. In the end, the Booster Board operates independently of the Park District, but collaborates with the park district program through the Boosters support.
- G. **Application and Required Supportive Materials and Documents** – All materials and documents towards an BPG's application status must be completed fully and accurately. Said materials and documents are required to be submitted in conjunction with an application and the facilitation of this Agreement. It is the sole responsibility of the BPG to keep all materials, documents and information current through the office of the appointed Park District Staff Liaison. The following items are required (if applicable) to be submitted with a valid BPG application and an Agreement will not be facilitated until the application and all required materials and documents have been submitted for review and pending approval.
1. Copy of Currently Approved Constitution or By-Laws
 2. Copy of Current State of Illinois Incorporation Papers through the Illinois Secretary of State indicating approval.
 3. Copy of Current Federal Employee Identification Number paperwork as designated by the Internal Revenue Service.
 4. Copy of Current Illinois Sales Tax Exemption Status as designated through the Illinois Department of Revenue.
 5. Copy of Current Not for Profit 501C (3-6) Status as designated by the Internal Revenue Service.
 6. Copy of Current Illinois Charitable Organization Status and Annual Filing through the Illinois Attorney General's Office.
 7. Certificate of Insurance Coverages as outlined in this Agreement.

II. CRITERIA AND CONDITIONS

A. Residency Requirements

Require that at least [75%] of its members and participants be residents of the Park District. Once registration has been completed, the BPG shall notify the Executive Director to determine residency status. No one team within the program may also have less than 50% residency without formal approval from the Executive Director. A meeting with the BPG, assigned Staff Liaison and/or the Executive Director, and/or his designee, will be scheduled to verify the residency percentage of the Affiliate and Parent Group Program. The BPG shall be responsible to bring with them the actual registration forms for review at this meeting. At no time shall the Park District retain any information provided by the BPG to determine residency participation. BPG board members can be a resident or non-resident to support the program.

B. Budget Submission

Provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by March 15th of each year or agreed upon date between the PBG and the Park District. The budget is only for those activities being hosted by the BPG and not the general program budget of the Park District.

C. Financial Reporting Submissions

Provide an annual financial statement or detailed report acceptable to the Park District documenting the BPG's current financial standing, including operational revenues, expenditures, and financial reserves, by July 1st of each year or agreed upon date between the PBG and the Park District. This is only for those activities hosted by the BPG and not the financial reporting of the Park District program.

D. Third Party Sponsors and Sponsorship

The BPG for its booster activities only, shall obtain the written consent of the Park District before placing any sponsor banners on properties owned or controlled by the Park District. The Park District shall have the right to approve the size, text, style and location of any sponsor banners proposed by the BPG, and all banners shall be acquired and maintained by the BPG at its sole cost and expense. Park District sponsors for support of the program itself will follow its own sponsorship policy.

E. Booster Parent Group Officers and Board Members

Upon execution of this Agreement, the BPG shall provide a list of the BPG's officers and board members, including residential addresses, telephone numbers, and email addresses.

F. Booster Parent Group Liaisons

The BPG shall designate both an BPG board liaison and alternate liaison and, upon execution of this Agreement, provide said BPG liaisons and alternate liaison's telephone numbers, email and other contact information to the Park District.

G. Park District Liaisons

The Park District's Executive Director shall designate a Park District Staff Liaison to communicate with the BPG and will provide the necessary contact information to the BPG.

H. Relationship of the Parties

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between the BPG and the Park District. The BPG or members of the BPG shall not represent themselves as employees, or agents of the Park District.

I. Cooperation

BPG shall fully cooperate with any investigation conducted by or on behalf of the Park District. Failure to fully cooperate with any such investigation shall constitute a breach of Agreement and in the sole discretion of the Park District, may result in revocation or suspension of any BPG privileges under this Agreement.

J. Use of Park District Logos, Branding, and Marks

The Park District authorizes the BPG for Booster activities hosted by the Booster Board to place the Park District logo on the BPG's website (if applicable) and to provide a link to the Park District website during the term of this Agreement, provided the Park District shall have the right to approve the placement of such logo and link. The BPG or members of the BPG will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District. The right to use the Park District's logo is non-exclusive, non-assignable and nontransferable. All use by the BPG of the Park District's logo shall inure solely to the benefit of the Park District.

K. Insurance Requirements and Levels of Coverages

The BPG is designated as an outside group if using park district property to facilitate Booster events and activities outside the scope of the Park District program. Otherwise, since the program is under the auspices of the Park District all program related activities are covered under the general liability umbrella coverage of the Park District.

The Park District is governed by insurance requirements and coverages through a municipal insurance pool. The BPG Board is required to have its own insurance coverage for Booster Board governance and activities outside the scope of the Park District program. The following insurance policies and related minimum coverage levels for all BPG:

Directors and Officers Policy:

Also known as Errors and Omissions coverage by Affiliate Board Officers and Members. A minimum of one million dollars (\$1,000,000) in coverage value is required.

Criminal Bond for Held Funds Policy:

This is required coverage for the crime of theft of money. The coverage should be of equal or greater value of the maximum amount on hand at any one time.

Questions about certificates including monetary limits, please contact Park District Staff Liaison or Risk Manager.

The BPG must provide the Park District with proof of current, valid and minimum coverage levels through the annual submission of a Certificate of Insurance listing the Park District as additional insured.

L. Capital Expenditures and Cost Sharing Program

The District has a ten-year Repair and Replacement Plan to update and replace District infrastructure as the normal life cycle of assets expires. The District also maintains a Capital Plan for new or renovated Park District assets such as buildings, fields, etc. The BPG will be notified annually by the Park District Staff Liaison of upcoming Repair and Replacement expenditures being appropriated by the Park District to support the program. BPG may wish to expand, enhance or change current infrastructure being repaired or replaced at its own discretion. In these cases, the BPG may elect to fund-raise or designate Booster generated funds towards capital improvements to help support and enhance the Park District Program. Cost sharing capital improvements towards the program will be considered on a case by case basis with the BPG and will be contingent on District capital plans and priorities and the availability of funding on behalf of the Park District.

The BPG will be asked annually by the Park District Staff Liaison of new or renovated Park District assets to support their programs and services for capital expenditure requests to be considered in upcoming years of the District's Capital Plan. All requests will be forwarded to be considered by the Park District along with priorities of the Park District identified within the Capital Plan. No guarantees are provided that any BPG requests will be appropriated for funding and could be deferred several years after the original request. In cases that a BPG request is appropriated, the BPG may be required to share in the total capital expense at a 50/50 cost sharing with the Park District.

M. No Discrimination by Booster Parent Group

Activities, programs, and events sponsored by BPG Board shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

N. Conduct Ordinance and Code of Conduct

BPG are required to abide by and enforce with their members and participants the Park District Conduct Ordinance 04-05 and all its provisions when using park district owned, leased or shared property to facilitate their programs and services for BPG Board activities and events. BPG in violation of the Park District Code must be remedied immediately and non-conformance or patterned violations may result in revocation of current and future privileges and Park District services within this Parent Booster Group Agreement.

BPG's are also encouraged to inform their members and participants of this Conduct Ordinance and follow an approved Code of Conduct within their respective programs. A copy of the Code of Conduct shall be submitted to the Park District for review to ensure alignment with District conduct expectations. BPG's are also encouraged to notify all participants and parents of their Code of Conduct through the registration and waiver process and get signed confirmation that all involved agree to abide by the Park District Conduct Ordinance and Program Code of Conduct.

O. Non-discrimination in Employment, Volunteer, and Participation Criteria

The BPG Board and its activities outside the scope of the Park District program, shall base volunteer and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

P. Compliance with Law

BPG Board shall comply with all other applicable codes, laws, ordinances and regulations of the Village of Palatine, Cook County, the State of Illinois, and Federal Government.

Q. Non-Compete Clause

For a period of two (2) years following the date of termination of this Agreement, the BPG and its board members, coaches, officials and representatives will agree not to enter into or start a similar organization or trade in competition against the Palatine Park District.

III. OPT-IN SERVICES

The Park District provides an array of services and functions to support all park district programs, leagues and activities. Many organizations and special interest groups help support the District's mission and interests to provide recreational opportunities within the community and do such through volunteers. These groups either require or request various support

services to ensure quality and well operated programs. Whether an affiliate group outside the purview of the park district or support parent board the park district is committed to provide support services and remain accountable to the tax funding provided by the residents of the community.

Thus, the Park District has established a menu of opt-in services which include basic service packages for general support, as well as services that affiliate, booster and special interest groups may contract with the park district to provide necessary support to effectively operate their program. Below are the services that are provided for general support, as well as those that groups may opt-in as contracted services. Basic service details as well as currently published contractual services rates are further identified in the Affiliate and Parent Group Handbook.

Affiliate and Parent Group Opt-In Options for Professional Services

Criminal Background Check Processing

All Park District Staff and Volunteers are required to successfully complete a criminal background check in accordance with policy. Please refer to District policy for details, requirements and process.

Parent Groups – Provided by Park District as program support and the staff and volunteers necessary to operate program. Booster Parent Board may elect to have board members or other staff and volunteers processed. Related processing fees are charged at current published rates. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

Field and Space Preparation and Maintenance Services

The Park District provides an array of maintenance and support to prepare fields and spaces for intended uses. Basic maintenance is provided to all groups that typically are completed in the course of supporting general public use. Basic service items for all fields and space preparation and maintenance services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups – Provided by Park District as general program support. Booster Parent Groups may host own activities as Board in support of program, such as fund raisers, tournaments, etc. Requests for these types of Board activities are charged on a time and material basis at current published rates. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

□ **Facility and Field Scheduling Services**

The Park District has invested staff and technology to ensure the population and management of a master schedule and calendar for all park district facilities, gymnasiums, rooms, spaces and outdoor fields. The professional staff within the District's Facilities Department provide a system and protocol to reserve, confirm and gain status on the use of each reservation. The basic package of services for all groups are complimentary space for all board and organizational meetings, affiliate and parent group discounted rates for District rooms, gymnasiums, indoor turf and complimentary use of District owned or operated outdoor fields. The complimentary use does not include maintenance support. Basic service items for all fields and space scheduling services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups – Provided by Park District as general program support. Booster Parent Groups may host own activities that need scheduling as Board in support of program, such as fund raisers, tournaments, etc. Requests for these types of Board activities are charged on a time and material basis at current published rates. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

□ **Registration Processing Services**

The Park District has the capability through its registration software to accept process and manage participation registration transactions in person or on-line. Staff time to accept, facilitate, enter, process and reconcile with rosters can be hired by affiliates and parent groups as a professional service to support the organization and program. Basic service items for all registration processing are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups – Registration processing is offered as general program support at no charge. Booster Parent Groups that operate programs, activities or events outside of the park district program may hire the District to accept and process participant or team registrations on per transaction or percentage of fees collected basis. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

□ **Bookkeeping and Accounting Services**

The Park District employs professional accounting staff within the District's Finance Department and performs an array of bookkeeping, financial reporting and accounting services to support organizations and District programs. Basic services available to

affiliate and parent groups include distribution of revenue and expense reports, and assistance for account reconciliation. Processing of accounts payable is only available to Parent Groups in support of the District program. Requests for additional services will be considered on a case by case basis with the complexity and staff resources available to complete request being considered. Requests beyond basic services will be charged on an hourly basis. Basic service items for all bookkeeping and accounting services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups – All budgeting, accounting and financial reporting is included as general support of the park district program. Booster groups with their own bank accounts and related activities may opt for additional or special accounting services from the District. If opted in these services would be charged at a time and material basis. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

Promotions and Marketing Services

The Park District employs staff within the Communications and Marketing Division which perform the essential functions of promotions, awareness, print and social media management, graphic display among many other tasks to create effective communications and informational flow for District operations. All groups as part of their basic support receive published mention in the District's seasonal print brochure, as well as same mention on the District's web site with a link listed to the affiliate web site. Basic service items for all promotions and marketing services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups - Communication and Marketing services are offered as general park district program support at no charge. Booster Parent Groups that operate programs, activities or events outside of the park district program may hire the District to assist or develop with promotional and marketing supplies and services rendered at a time and material basis. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

Staffing and Management Services

Periodically affiliate and parent groups may request and have a need for assistance with staff at events or activities. This may include, but not be limited to officials, referees, instructors, or support staffers. Facilitation of these requests for all affiliate and parent groups are evaluated and charged on a case by case basis as support of the program or community activity, however the affiliate or parent group is responsible to pay related

staff wages or expenses to feed and support assigned volunteers. The District also reserves the option to waive staffing related costs for Affiliates.

Parent Groups – Requests are facilitated at no charge to secure staffing and volunteer needs. Costs charged are the actual wages of staff or to feed and support volunteers.

☐ **Equipment and Supply Storage Access**

Many programs and groups require various equipment and supplies to operate and support the program. The park district has various opportunities to store and access areas for equipment and supplies. Park District programs receive priority for any storage needs and other requests are available pending availability. Groups approved for opt-in of storage access must have a signed Property Liability Waiver on file with park district. Basic service items for all fields and space equipment and supply storage access are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups – Service is available to all park district programs including parent booster and advisory groups. Booster parent group events or activities outside the purview of the park district program may be accepted with applicable fees being charged. Requests are processed by grandfathered allocated space, new requests on a first come, first serve basis and pending availability.

☐ **Bidding and Purchasing Services**

Groups and related programs typically need to purchase equipment and supplies to support its program. The park district uses its Purchasing Policy and the required quotes in accordance to District policy, as well as sealed competitive bidding in accordance to the Illinois Procurement Code (30 ILCS 500) for purchases in value over \$30,000. These services are facilitated through the District Services and Projects and Finance Departments.

Parent Groups – Available to all park district programs and parent groups if purchase is in full support of the overall program. Fund-raising or individual apparel or equipment by parent groups are not eligible for this service and cannot use the District's tax-exempt status or purchasing authority. All procurement in coordination with parent groups must comply and follow all District Purchasing Policy terms and be conducted for a sealed bid process if purchase meets the \$30,000 threshold in compliance with applicable laws.

□ **Training and Certification Services**

A goal of the District towards staff and volunteer management includes ensuring that the human resources available to support a program have proper or required training and certifications to ensure the safe and quality standards of a program. The park district offers an array of training and certification opportunities to accomplish this goal. These may include, but are not limited to, first aid, CPR/AED, concussion protocol, and Positive Coaching Alliance (PCA) certifications. Basic service items for all training and certification services are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups – Training and certifications are offered complimentary for all park district programs and volunteers supporting the programs. Costs associated with training or certification are absorbed into the program operations budget and coordinated through staff liaison.

□ **Information Technology Services and Support**

The park district maintains a staff specifically charged with managing the District's information technology (IT) systems and networks. All groups receive IT support and basic services include access and proper operation of web site links, included or opt-in on-line registration via park district software and mobile app. IT support for all park district programs and parent group activity within the purview of the program are provided at no charge in support of the program. Requests beyond the basic service items for all information technology services are charged to affiliates and booster parent group non-program related requests. These are charged on a time and material basis and are pending availability of District IT staff and rates are illustrated in the Affiliate and Parent Group Handbook – Appendix B.

Parent Groups – Informational Technology services are offered as general park district program support at no charge. Booster Parent Groups that operate programs, activities or events outside of the park district program may hire the District to assist in related IT services rendered at a time and material basis. Schedule of current rates of all fees and charges for services rendered are within the Affiliate and Parent Group Handbook – Appendix A.

IV. FACILITY USE

A. Scheduling Requests:

BPG shall make all requests to use Park District fields and facilities for Booster Board activities and events on the following schedule. Scheduling of all programming is handled through the Park District automatically.

1. Spring/Summer season: Requests for use of the fields and facilities during the spring & summer season will be considered by the Park District commencing annually on December 15th or agreed upon date between the PBG and the Park District.
2. Fall season: Requests for use of the fields and facilities during the fall season will be considered by the Park District commencing annually on May 15th or agreed upon date between the PBG and the Park District.
3. The BPG hereby understands and agrees that the Park District shall have no further duty to notify the BPG of the above schedule and, in the event that the BPG fails to submit its request for use of the fields and facilities in accordance with the above schedule, the BPG waives its right to request said usage for the respective season and the Park District shall use or otherwise program the fields as the Park District determines in its sole discretion.
4. The Park District shall use its best efforts to accommodate the BPG's field and facilities requests, however, any and all Park District programs and leagues shall have priority scheduling for use of any Park District fields over all BPG organizations. In addition, fields determined to be in need of rest, repair and restoration by the Park District will be deemed unavailable for BPG use.

B. Requests for Non-Park District Fields

BPG upon request will be extended access and scheduling where the Park District has current intergovernmental agreements for shared space (current School Districts 15, 211) for hosting their programs and services. Requests at other private or public space not under the jurisdiction of the Park District or intergovernmental or use agreement thereof will be the responsibility of the BPG to inquire and confirm with said property owners for all Booster activities and events outside scope of Park District program.

C. Supervision and Security Services

The BPG is solely responsible for providing supervision and security services, as needed, for any and all Booster Board activities outside the scope of the Park District program.

D. Facility and Park District Rules

The BPG shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures including related Code of Conduct protocol.

E. Liaisons' Annual Meeting

Prior to the start of each season, the Park District Staff Liaison will schedule a meeting between the BPG Liaison and the Superintendent of Parks and Planning and/or Recreation to discuss any programming, field maintenance issues or concerns related to the BPG use of said fields.

III. RENTAL/USAGE FEE

A. Fees and Charges

The BPG shall not be charged any rental or usage fees for board and planning meetings hosted by the BPG Board of Directors. In the case where a field, park or facility use is a fund-raising event or activity purely hosted by the BPG, the BPG will be charged the most current published not-for-profit rate of the District's fees and charges schedule as determined by the Facilities Department and approved by the Executive Director.

B. Facility Use

The BPG may rent the Park District's Gymnasiums (the "Gymnasium" or "Cutting Hall") or classrooms if the BPG requests a permit for said usage and pays the designated not-for-profit published rates.

C. Park District Program Priority

The Park District shall use its best efforts to accommodate the BPG's request to use Park District facilities, as a second priority for use after seasonal Park District programs, however, any and all Park District programs and leagues shall have priority scheduling for use of the Gymnasium and programming areas over all BPG organizations.

D. Extension of Privileges with Park District Reciprocal Agreements

Park District upon request will attempt to secure outside Park District facilities with organizations in which the Park District has an existing relationship and/or reciprocal use agreement for BPG hosted events and activities. However, the BPG is subject to requirements and fees related to said use by the reciprocal organization host.

IV. ADVERTISEMENT

The Park District will draft a summary regarding the BPG for publication in the appropriate Park District Recreation Guide. The BPG is responsible for providing the Park District with any updates to this summary in accordance with the Park District's Program Guide Production Timeline. Timelines will be provided to the BPG on an annual basis by the appointed Staff Liaison. The Park District also agrees to provide a link to the BPG's

website (if applicable) on the Park District website. Any advertisement by the BPG for events or programs authorized by this Agreement shall be subject to the Park District's prior written approval, and any costs borne by said advertisement shall be at the sole expense of the BPG. All charges are only applicable to BPG hosted events, activities and related and requested advertisement and promotional requests. Otherwise, advertisement and promotion of actual Park District program will be facilitated by the Park District and within established policy and guidelines.

V. INSURANCE AND INDEMNIFICATION

Indemnification

The BPG 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 Park District property by the BPG 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 of this Agreement by the BPG; (ii) any act, omission, wrongful act or negligence of the BPG or any of the BPG'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 BPG 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 BPG's breach of any of its obligations under, or the BPG's default of, any provision of this Agreement.

VII. TERMINATION AND DURATION

A. Duration

The initial term of this Agreement shall commence on _____ and end on _____ unless otherwise terminated herein. 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. Termination by Park District

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. The Park District may terminate this Agreement immediately due to misconduct of the BPG 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 BPG has breached any of its obligations under this Agreement.

C. Termination by Parent Booster Group

The BPG may terminate this Agreement by providing a minimum of 45 days prior written notice to the Park District.

D. Financial Obligations Upon Termination

Upon termination of this Agreement for any reason, the BPG shall have the 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 said fees and/or money owed.

VIII. MISCELLANEOUS

A. 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.

B. No Waiver of Defenses or Immunities

Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

C. Merger

This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.

D. Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with 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.

E. Severability

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Assignment

BPG shall not assign any of its obligations under this Agreement without the Park District's prior written consent, which may be granted or withheld in the Park District's sole discretion.

G. Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

H. Captions and Headings

The captions and headings are solely for convenience of the Parties and shall not be utilized to interpret the meaning or intent of the Parties hereunder.

I. No Extension in use of Park District Tax Exemption Status

Park District sales tax ID and exemption status cannot be used by Booster Parent Groups unless purchasing on behalf of the Park District and according to the full extent of the law.

J. Changing Affiliate or Parent Group Status

In cases where an Affiliate or Parent Group requests to be considered under a new definition and agreement of the Park District's Affiliate and Parent Group Program, the organization must send a written letter of notification to the Park District Executive Director requesting the change and rationale supporting the decision to change by the BPG. A new application and required supporting documents and materials must be filed no later than 60 days from the receipt of the letter of notification to request a change of status and is subject to review and approval by the Park District. A new agreement under the new classification, if approved, will then be executed to complete the change of status and classification decision.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer on the date set forth below their respective signature.

Boosters Parent Group:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

PALATINE PARK DISTRICT:

By: _____

Title: Executive Director _____

Date: _____

DRAFT DATE: July 10, 2018

REVISED FINAL 3-18-23

**Palatine Park District
Advisory Parent Group Agreement**

With _____
(name of organization)

AGREEMENT made this _____ day of _____, 20____, (hereafter “Effective Date”) by and between the Palatine Park District, 250 East Wood Street, Palatine, Illinois, 60067 and _____, an Illinois _____ [address].

I. RECITALS

- A. The Palatine Park District (hereafter “Park District”) recognizes that certain organizations exist within the community with the mission to serve and enhance recreational opportunities for specific purposes and groups. Although the stated mission of the organizations may differ, the commitment to invest in recreational facilities and programs create a mutually beneficial environment in which quality recreation for all the individuals served by the Parties, as well as the general public, may be provided and enhanced.
- B. The Park District recognizes that the community’s best interests are served when the Park District is able to collaborate with outside organizations to coordinate, integrate and consolidate the provision of recreational facilities and programs in certain circumstances when basic functions are compatible, and a public benefit may be derived. Through collaborative relationships and joint efforts, recreational offerings to the public can be enhanced.
- C. In order to further these purposes for the benefit of the residents of Palatine and the Palatine Park District, the Park District is willing to establish a working relationship and cooperative agreement with _____ (hereafter “Advisory Parent Group or APG”). This group is also known and commonly named a “Parent Advisory Council or PAC” as well. Throughout this Agreement, Park District and APG are sometimes individually referred to as “Party” and collectively as “the Parties.”
- D. With this APG Agreement (the “Agreement”), the Parties will define the working relationship, mutual expectations, and individual responsibilities. Standards outlined herein are designed to ensure that the Parties’ concept of joint planning, use of resources, and facility and equipment maintenance is followed to the maximum extent possible, while retaining each Party’s essential organizational autonomy, discretion, and independent decision-making and action in the delivery of recreational programs and activities.
- E. **Definition of Advisory Parent Group (APG)** – An Advisory Parent Group (“APG”) of the Palatine Park District is a dependent group of parent volunteers with a common interest to promote, support and encourage participants in a park district program offered to the community. All facets of the advisory parent group and park district program are under the control, staffing and policy of the Palatine Park District. The Advisory Group may organize and volunteer to support the park district program through volunteerism, and general support of the participants, however no formal board or structure is required, and most

activities can be completed through word of mouth or informal activities and communications.

Advisory Parent Groups work dependently and in coordination with the Program Staff Liaison or Coordinator, if different. Parent Advisory Groups may form a board or committee structure; however, these groups have no authority or binding actions. They may from time to time have and provide input, feedback or ideas to the Program Liaison or Coordinator to enhance, expand or improve the program. All Advisory Parent Group activities are operated through the Park District and incorporated into the operating budget for the program in question. Advisory Parent Groups do not obtain their own bank accounts or any federal or state registrations or status.

- F. **General Scope of Relationship Between Parties** - The relationship with the Park District and Advisory Parent Groups is one of collaboration and support through an Advisory Agreement and an appointed Park District Staff Liaison. The Advisory Board supports and assists with the needs and interests of the park district operated program. It is a conduit of support through a volunteer force and potentially but not required fundraising activities to enhance the program and budget developed, managed and controlled by the park district. All purchasing functions to help support the program are secured, purchased and follow the procurement policies of the Park District and must be planned, coordinated and included in the program budget of the Park District. The main support of the Park District for Advisory Parent Groups is to offer and provide for the program and solicit input and feedback from the interested parents to enhance and continually improve the park district program. In the end, the Advisory Parent Group operates dependently with the Park District and acts and serves as an interested and engaged advisory group to the park district program in question.
- G. **Application and Required Supportive Materials and Documents** – All materials and documents towards an APG’s application status must be completed fully and accurately. Said materials and documents are required to be submitted in conjunction with an application and the facilitation of this Agreement. It is the sole responsibility of the APG to keep all materials, documents and information current through the office of the appointed Park District Staff Liaison. Only a valid and completed Affiliate and Parent Group Application is required for APG’s.

II. Criteria and Conditions

A. Residency Requirements

Require that at least [75%] of its members and participants be residents of the Park District. Once registration has been completed, the APG shall notify the Executive Director to determine residency status. No one team within the program may also have less than 50% residency without formal approval from the Executive Director. A meeting with the APG, assigned Staff Liaison and/or the Executive Director, and/or his designee, will be scheduled to verify the residency percentage of the Affiliate and Parent Group Program. The APG shall be responsible to bring with them the actual registration

forms for review at this meeting. At no time shall the Park District retain any information provided by the APG to determine residency participation. APG board members can be a resident or non-resident to support the program.

B. Budget Submission

There is no requirement to submit a budget. All budgetary items related to a APG is completed through the Park District Staff Liaison and the District's Annual Operating Budget. APG members by consensus can forward ideas and suggestions for the support of the program in question by the APG for consideration, but is subject to staff review, budget implications and Park Board approval. APG's should provide suggestions to include in program budget no later than September 15th of each year or agreed upon date between the APG and the Park District.

C. Advisory Parent Group Officers, Board Members, Main Contacts

Upon execution of this Agreement, the APG shall provide a list of the APG's officers and board members (if applicable), or at a minimum main contact including residential addresses, telephone numbers, and email addresses.

D. Advisory Parent Group Liaisons

The APG shall designate both an APG board liaison and alternate liaison and, upon execution of this Agreement, provide said APG liaison's and alternate liaison's telephone numbers, email and other contact information to the Park District.

E. Park District Liaisons

The Park District's Executive Director shall designate a Park District Staff Liaison to communicate with the APG and will provide the necessary contact information to the APG.

F. Relationship of the Parties

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between the APG and the Park District. The APG or members of the APG shall not represent themselves as employees, or agents of the Park District.

G. Cooperation

APG shall fully cooperate with any investigation conducted by or on behalf of the Park District. Failure to fully cooperate with any such investigation shall constitute a breach of Agreement and in the sole discretion of the Park District, may result in revocation or suspension of any APG privileges under this Agreement.

H. Insurance Requirements and Levels of Coverages

The APG is not designated as an outside group, therefore any and all activities of the APG are considered part of the Park District and supporting the program in question. Thus, all insurance requirements and levels of coverage are covered under the Park

District General Liability and Umbrella policies and coverages. The protection under the Illinois Tort Immunity Act is also valid with all APG's.

The Park District is governed by insurance requirements and coverages through a municipal insurance pool. Questions about certificates including monetary limits, please contact appointed Park District Staff Liaison or Risk Manager.

I. Capital Expenditures and Cost Sharing Program

The District has a ten-year Repair and Replacement Plan to update and replace District infrastructure as the normal life cycle of assets expires. The District also maintains a Capital Plan for new or renovated Park District assets such as buildings, fields, etc. The APG will be notified annually by the Park District Staff Liaison of upcoming Repair and Replacement expenditures being appropriated by the Park District to support the program. APG may suggest expanding, enhance or change current infrastructure being repaired or replaced and being considered by the Park District. There is no cost sharing program or options for APG's.

The APG will be asked annually by the Park District Staff Liaison of new or renovated Park District assets to support their programs and services for capital expenditure requests to be considered in upcoming years of the District's Capital Plan. All requests will be forwarded to be considered by the Park District along with priorities of the Park District identified within the Capital Plan. No guarantees are provided that any APG requests will be appropriated for funding and could be deferred several years after the original request.

J. No Discrimination by Advisory Parent Group

Activities, programs, and events sponsored by APG Board shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

K. Conduct Ordinance and Code of Conduct

APG's are required to abide by and enforce with their members and participants the Park District Conduct Ordinance 04-05 and all its provisions when using park district owned, leased or shared property to facilitate their programs and services for APG Board activities and events. APG in violation of the Park District Code must be remedied immediately and non-conformance or patterned violations may result in revocation of current and future privileges and Park District services within this Parent Advisory Group Agreement.

APG's are also encouraged to inform their members and participants of this Conduct Ordinance and follow an approved Code of Conduct within their respective programs. A

copy of the Code of Conduct shall be submitted to the Park District for review to ensure alignment with District conduct expectations. APG's are also encouraged to notify all participants and parents of their Code of Conduct through the registration and waiver process and get signed confirmation that all involved agree to abide by the Park District Conduct Ordinance and Program Code of Conduct.

L. Non-discrimination in Employment, Volunteer, and Participation Criteria

The APG Board or members and its activities outside the scope of the Park District program, shall base volunteer and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

M. Compliance with Law

APG Board shall comply with all other applicable codes, laws, ordinances and regulations of the Village of Palatine, Cook County, the State of Illinois, and Federal Government.

N. Non-Compete Clause

For a period of two (2) years following the date of termination of this Agreement, the APG and its board members, coaches, officials and representatives will agree not to enter into or start a similar organization or trade in competition against the Palatine Park District.

III. OPT-IN SERVICES

The Park District provides an array of services and functions to support all park district programs, leagues and activities. There are no Opt-In Services provided and offered to APG's since they are advisory in nature and considered part of the Park District program in question. All requests for support or assistance with the APG's shall be handled through the Park District Staff Liaison (if applicable) or the corresponding Park District Program Coordinator.

IV. ANNUAL MEETING

A. Liaisons' Annual Meeting

Prior to the start of each season, the Park District Staff Liaison or Program Coordinator will schedule a meeting between the APG Liaison and the appropriate staff to review and discuss any programming or facility issues or concerns related to the APG support of said program.

V. TERMINATION AND DURATION

A. Duration

The initial term of this Agreement shall commence on _____ and end on _____ unless otherwise terminated herein. 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. Termination by Park District

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. The Park District may terminate this Agreement immediately due to misconduct of the APG 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 APG has breached any of its obligations under this Agreement.

C. Termination by Advisory Parent Group

The APG may terminate this Agreement by providing a minimum of 45 days prior written notice to the Park District.

D. Financial Obligations Upon Termination

Upon termination of this Agreement for any reason, the APG shall have the 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 said fees and/or money owed.

VI. MISCELLANEOUS

A. 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.

B. Merger

This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.

C. **Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with 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.

E. **Severability**

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. **Assignment**

APG shall not assign any of its obligations under this Agreement without the Park District's prior written consent, which may be granted or withheld in the Park District's sole discretion.

G. **Counterparts**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

H. **Captions and Headings**

The captions and headings are solely for convenience of the Parties and shall not be utilized to interpret the meaning or intent of the Parties hereunder.

I. **No Extension in use of Park District Tax Exemption Status**

Park District sales tax ID and exemption status cannot be used by APG unless purchasing on behalf of the Park District and according to the full extent of the law.

J. **Changing Affiliate or Parent Group Status**

In cases where an Affiliate or Parent Group requests to be considered under a new definition and agreement of the Park District's Affiliate and Parent Group Program, the organization must send a written letter of notification to the Park District Executive Director requesting the change and rationale supporting the decision to change by the APG. A new application and required supporting documents and materials must be filed no later than 60 days from the receipt of the letter of notification to request a change of status and is subject to review and approval by the Park District. A new agreement under the new classification, if approved, will then be executed to complete the change of status and classification decision.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer on the date set forth below their respective signature.

Advisory Parent Group:

PALATINE PARK DISTRICT:

By: _____

By: _____

Title: _____

Title: Executive Director

Date: _____

Date: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT DATE: July 10, 2018

REVISED FINAL 3-18-23

**Palatine Park District
Special Interest Group Agreement**

(name of organization)

AGREEMENT, made this _____ day of _____, 20___, (hereafter “Effective Date”) by and between the Palatine Park District, 250 East Wood Street, Palatine, Illinois, 60067 and _____, an Illinois _____ [address].

I. RECITALS

- A. The Palatine Park District (hereafter “Park District”) recognizes that certain organizations exist within the community with the mission to serve and enhance recreational opportunities for specific purposes and groups. Although the stated mission of the organizations may differ, the commitment to invest in recreational facilities and programs create a mutually beneficial environment in which quality recreation for all the individuals served by the Parties, as well as the general public, may be provided and enhanced.
- B. The Park District recognizes that the community’s best interests are served when the Park District is able to collaborate with outside organizations to coordinate, integrate and consolidate the provision of recreational facilities and programs in certain circumstances when basic functions are compatible, and a public benefit may be derived. Through collaborative relationships and joint efforts, recreational offerings to the public can be enhanced.
- C. In order to further these purposes for the benefit of the residents of Palatine and the Palatine Park District, the Park District is willing to establish a working relationship and cooperative agreement with _____ (hereafter “Special Interest Group or SIG”). This group is also known and commonly named a “Special Interest Club or SIC” as well. Throughout this Agreement, Park District and SIG are sometimes individually referred to as “Party” and collectively as “the Parties.”
- D. With this SIG Agreement (the “Agreement”), the Parties will define the working relationship, mutual expectations, and individual responsibilities. Standards outlined herein are designed to ensure that the Parties’ concept of joint planning, use of resources, and facility and equipment maintenance is followed to the maximum extent possible, while retaining each Party’s essential organizational autonomy, discretion, and independent decision-making and action in the delivery of recreational programs and activities.
- E. **Definition of Special Interest Group (SIG)** – A Special Interest Group (“SIG”) of the Palatine Park District is a dependent group is a formal or informal group of interested participants and/or community members that share a common and focused interest in a particular recreational program, activity or cause. These interests typically are ones currently not provided by the Park District within its in-house program portfolio. However, unlike youth athletic groups or youth club activities, these groups consist of participants and volunteers with a special active interest in participating alongside them. There is no parent or

volunteer coaching components to SIG's. While these groups may vary in size and interest level of participation or competition, the common element is that they wish to participate on their own with the group. These groups may also vary in formal structure or even a club structure. Some may just get together on an informal basis and participate together while others may have key volunteers taking care of communications among members, work closely with park district program coordinator or a staff liaison if organized in a more formal setting. While these groups may be more typical with adult participation, youth can also be a part of a SIG.

- These groups/providers seek affiliation with the Park District for a variety of reasons and through the coordination and support of the District the SIG or Club may be recognized as a formal member of this program and related platform. Assistance for SIG's may include any number of needs, including but not limited to, the following:
- Group or Club is too small and resources to support the needs or cannot get incorporated as a non-for-profit organization to fully exist and operate within state requirements and therefore needs to operate and be supported as a program under the auspices of the Park District.
- Group or Club does not have the need or ability to secure and afford the required insurance coverages to operate as an affiliate or Booster Group and needs coverage as a program of the Park District and protections from liability under the provisions of the Tort Immunity Act.
- Group or Club due to the scope, nature and need of their interest and activities requires park and facility amenities and support to successfully participate and facilitate the SIG.
- Group or Club has a defined need to create public awareness of the SIG through the community outlets, marketing resources, publications and social media outlets generated for and through the Park District to promote others with a similar interest to join and participate in their SIG.

F. **General Scope of Relationship Between Parties** - The relationship with the Park District and Special Interest Groups is one of collaboration and support through a program and advisory Agreement and an appointed park district staff liaison. The SIG club leadership or key members supports and assists with the needs and interests of the park district operated program. It is a conduit of support through a volunteer force and potentially but not required fundraising activities to enhance the program and budget developed, managed and controlled by the park district. All purchasing functions to help support the program are secured, purchased and follow the procurement policies of the Park District and must be planned, coordinated and included in the program budget of the Park District. The main support of the Park District for Special Interest Groups is to offer and provide for the program and solicit input and feedback from the interested parents to enhance and continually improve the park district program. In the end, the Special Interest Group

operates dependently with the Park District and acts and serves as an interested and engaged advisory and/or participation group to the park district program in question.

- G. Application and Required Supportive Materials and Documents** – All materials and documents towards a SIG’s application status must be completed fully and accurately. Said materials and documents are required to be submitted in conjunction with an application and the facilitation of this Agreement. It is the sole responsibility of the SIG to keep all materials, documents and information current through the office of the appointed Park District Staff Liaison. Only a valid and completed Affiliate and Parent Group Application is required for SIG’s.

II. Criteria and Conditions

A. Residency Requirements

Require that at least [75%] of its members and participants be residents of the Park District. Once registration has been completed, the SIG shall notify the Executive Director to determine residency status. No one team (if applicable) within the program may also have less than 50% residency without formal approval from the Executive Director. A meeting with the SIG, assigned park district Staff Liaison, the Executive Director, and/or his designee, will be scheduled to verify the residency percentage of the Affiliate and Parent Group Program. The SIG shall be responsible to bring with them the actual registration forms for review at this meeting. At no time shall the Park District retain any information provided by the SIG to determine residency participation.

B. Budget Submission

There is no requirement to submit a budget. All budgetary items related to a SIG is completed through the Park District Staff Liaison and the District’s Annual Operating Budget. SIG members by consensus can forward ideas and suggestions for the support of the program in question by the SIG for consideration, but is subject to staff review, budget implications and Park Board approval. SIG’s should provide suggestions to include in program budget no later than September 15th of each year or date mutually agreed upon by the SIG and Park District.

C. Special Interest Group Officers, Board Members, Main Contacts

Upon execution of this Agreement, the SIG shall provide a list of the SIG’s officers and board members (if applicable), or at a minimum main contact including residential addresses, telephone numbers, and email addresses.

D. Special Interest Group Liaisons

The SIG shall designate both an SIG board liaison and alternate liaison and, upon execution of this Agreement, provide said SIG liaison’s and alternate liaison’s telephone numbers, email and other contact information to the Park District.

E. Park District Liaisons

The Park District's Executive Director shall designate a Park District Staff Liaison to communicate with the SIG and will provide the necessary contact information to the SIG.

F. Relationship of the Parties

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between the SIG and the Park District. The SIG or members of the SIG shall not represent themselves as employees, or agents of the Park District.

G. Cooperation

SIG shall fully cooperate with any investigation conducted by or on behalf of the Park District. Failure to fully cooperate with any such investigation shall constitute a breach of Agreement and in the sole discretion of the Park District, may result in revocation or suspension of any SIG privileges under this Agreement.

H. Insurance Requirements and Levels of Coverages

The SIG is not designated as an outside group, therefore any and all activities of the SIG are considered part of the Park District and supporting the program in question. Thus, all insurance requirements and levels of coverage are covered under the Park District General Liability and Umbrella policies and coverages. The protection under the Illinois Tort Immunity Act is also valid with all SIG's.

The Park District is governed by insurance requirements and coverages through a park district municipal pool. Questions about certificates including monetary limits, please contact Staff Liaison or the Park District Safety and Risk Manager.

I. Capital Expenditures and Cost Sharing Program

The District has a ten-year Repair and Replacement Plan to update and replace District infrastructure as the normal life cycle of assets expires. The District also maintains a Capital Plan for new or renovated Park District assets such as buildings, fields, etc.

The SIG will be notified annually by the Park District Staff Liaison of upcoming Repair and Replacement expenditures being appropriated by the Park District to support the program. SIG may suggest expanding, enhance or change current infrastructure being repaired or replaced and being considered by the Park District. There is no cost sharing program or options for SIG's.

The SIG will be asked annually by the Park District Staff Liaison of new or renovated Park District assets to support their programs and services for capital expenditure requests to be considered in upcoming years of the District's Capital Plan. All requests will be forwarded to be considered by the Park District along with priorities of the Park District identified within the Capital Plan. No guarantees are provided that any SIG requests will

be appropriated for funding and could be deferred several years after the original request.

J. No Discrimination by Advisory Parent Group

Activities, programs, and events sponsored by SIG Board shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

K. Conduct Ordinance and Code of Conduct

SIG's are required to abide by and enforce with their members and participants the Park District Conduct Ordinance 04-05 and all its provisions when using park district owned, leased or shared property to facilitate their programs and services for SIG or Club activities and events. A SIG in violation of the Park District Code must be remedied immediately and non-conformance or patterned violations may result in revocation of current and future privileges and Park District services within this Special Interest Group Agreement.

SIG's are also encouraged to inform their members and participants of this Conduct Ordinance and follow an approved Code of Conduct within their respective programs. A copy of the Code of Conduct shall be submitted to the Park District for review to ensure alignment with District conduct expectations. If no submission is forwarded all Code of Conduct will default to the currently published Code by the Park District. SIG's are also encouraged to notify all participants and parents of their Code of Conduct through the registration and waiver process and get signed confirmation that all involved agree to abide by the Park District Conduct Ordinance and Program Code of Conduct.

L. Non-discrimination in Employment, Volunteer, and Participation Criteria

The SIG Board or club members and its activities outside the scope of the Park District program, shall base volunteer and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

M. Compliance with Law

SIG Board and all members/participants shall comply with all other applicable codes, laws, ordinances and regulations of the Village of Palatine, Cook County, the State of Illinois, and Federal Government.

III. OPT-IN SERVICES

The Park District provides an array of services and functions to support all park district programs, leagues and activities. There are no Opt-In Services provided and offered to SIG's since they are advisory in nature and considered part of the Park District program in question. All requests for support or assistance with the SIG's shall be handled through the Park District Staff Liaison (if applicable) or the corresponding Park District Program Coordinator.

Determination in approval of additional requests or items not planned in Program Plan and related budget are at the sole discretion of the Park District and these determinations are final.

IV. ANNUAL MEETING

A. Liaisons' Annual Meeting

Prior to the start of each season, the Park District Staff Liaison or Program Coordinator will schedule a meeting between the SIG Liaison(s) and the appropriate staff to review and discuss any programming or facility issues or concerns related to the SIG support of said program.

V. TERMINATION AND DURATION

A. Duration

The initial term of this Agreement shall commence on _____ and end on _____ unless otherwise terminated herein. 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. Termination by Park District

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. The Park District may terminate this Agreement immediately due to misconduct of the SIG 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 SIG has breached any of its obligations under this Agreement.

C. Termination by Advisory Parent Group

The SIG may terminate this Agreement by providing a minimum of 45 days prior written notice to the Park District.

D. Financial Obligations Upon Termination

Upon termination of this Agreement for any reason, the SIG shall have the 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 said fees and/or money owed.

VI. MISCELLANEOUS

A. 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.

B. Merger

This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.

C. Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with 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.

E. Severability

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Assignment

SIG shall not assign any of its obligations under this Agreement without the Park District's prior written consent, which may be granted or withheld in the Park District's sole discretion.

G. Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

H. Captions and Headings

The captions and headings are solely for the convenience of the Parties and shall not be utilized to interpret the meaning or intent of the Parties hereunder.

I. **No Extension in use of Park District Tax Exemption Status**

Park District sales tax ID and exemption status cannot be used by SIG unless purchasing on behalf of the Park District and according to the full extent of the law.

J. **Changing Affiliate or Parent Group Status**

In cases where an Affiliate, Parent or Special Interest Group requests to be considered under a new definition and agreement of the Park District's Affiliate, Parent or Special Interest Group Program, the organization must send a written letter of notification to the Park District Executive Director requesting the change and rationale supporting the decision to change by the SIG. A new application and required supporting documents and materials must be filed no later than 60 days for the letter of notification to request a change of status and is subject to review and approval by the Park District. A new agreement under the new classification, if approved, will then be executed to complete the change of status and classification decision.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer on the date set forth below their respective signature.

Special Interest Group:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

PALATINE PARK DISTRICT:

By: _____

Title: Executive Director _____

Date: _____

PALATINE PARK DISTRICT
COUNTY OF COOK
ILLINOIS

PURCHASE OF SERVICE CONTRACT

PARTIES: 1. The Palatine Park District, 250 East Wood Street, Palatine, IL 60067
(the "Park District")

2.

(the "Service Provider")

Tax Identification No. 36-_____ or Social Security No.

TERM: Unless sooner terminated pursuant to paragraph #8, below. Further provided that this Contract shall not become effective unless and until the conditions of paragraphs #2 and #7, below, have been satisfied.

PAYMENT: The Palatine Park District requires a current Form W-9 on file before payments can be released. Park District shall pay Service Provider for services rendered as follows:

SUMMARY OF SERVICE/ACTIVITY/PAYMENT:

Equipment and instructors for classes for children during the _____, 200 session.

Palatine Park District will pay _____ \$

Minimum Maximum

LOCATION OF ACTIVITY:

_____ Palatine, IL 60067

INSURANCE MAINTAINED BY SERVICE PROVIDER:

It is understood and agreed to by the parties that the Service Provider shall maintain the following minimum insurance:

1. Commercial General liability insurance with \$1,000,000 each occurrence limit. The policy shall name the Palatine Park District as an additional insured on a primary and non-contributory basis.

2. Workers Compensation insurance providing statutory benefits and \$100,000 Employers Liability limit, with a waiver of subrogation in favor of the Palatine Park District.

Service Provider shall provide a valid certificate insurance with above requirements noted prior to commencement of service work.

Service Provider shall fully indemnify and hold harmless the Palatine Park District against any and all liability, loss, damage, cost or expense which Park District may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of Service Provider in the performance of its/his services and obligations under this Contract.

1. Activity Plan. The Service Provider may be required to provide the Park District with an activity plan which, if required, would be attached hereto and incorporated herein as Exhibit A. The Service Provider represents and warrants that it/he has the skills and knowledge necessary to conduct the activities provided for in the Summary of Service section listed above and in the Activity Plan, if required, and understands that the Park District is relying on such representation. Service Provider further understands and agrees that the Summary Provision and the Activity Plan, if required, are an integral part of this Contract and that it may not be modified or altered except in a manner provided in sub-paragraph 12 (a), below.
2. Reports. Service Provider shall complete, maintain and submit to the Superintendent of Recreation any and all records and reports at such time and on such forms as the Superintendent of Recreation or his subordinate responsible for this program administration may request.
3. Facilities and Equipment. Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. In connection with services performed on other than Park District properties, Service Provider warrants and agrees to maintain all facilities and equipment used by Students under this Contract in clean, sanitary and safe condition and free from defects of every kind whatsoever; and Service Provider agrees and warrants that it/he will periodically inspect all such facilities and equipment for this purpose. Service Provider agrees that Park District may inspect such facilities and equipment to ascertain compliance by Service Provider with the provisions of this paragraph whenever Park District deems such inspection is warranted. Service Provider also warrants that it/he is not now nor shall it/he be during the term of this Contract in violation of any health, building, fire or zoning code or regulation. In connection with service performed on or with properties owned or controlled by Park District, Service Provider agrees and warrants to use, and cause its/his Students to use through proper supervision and control, all facilities and equipment with due care, and to report all defects in or damage to any such facilities or equipment and the cause thereof, if known, immediately to the Superintendent of Recreation. Service Provider will furnish all necessary tools and equipment.

4. Licenses and Permits. Service Provider agrees and warrants that it/he has procured all licenses, permits or like permission required by law to conduct or engage in the activity provided for in this Contract: that it/he will procure all additional licenses, permits or like permission hereafter required by law during the term of this Contract: and that he will keep same in full force and effect during the term of this Contract.
5. Information and Enrollment. All dissemination of information to the public concerning the activity to be conducted pursuant to this Contract and enrollment of Students herein is the sole responsibility and right of the Park District. Service Provider shall not independently advertise or solicit students for the Activity to be conducted hereunder, except with prior written permission of the Park District. Service Provider shall not represent any activity in which it is engaged, including but not limited to the Activity which is the subject hereof, as having been approved by the Park District or otherwise use the Park District name in a testimonial manner without prior written permission of the Park District.
6. Independent Contractor. Service Provider understands and agrees that the relationship of Service Provider to the Park District arising out of this Contract shall be that of independent contractor. It is understood that Service Provider or its/his staff and employees are not employees of Park District and are, therefore, not entitled to any benefits provided employees of Park District. It is further understood by the Service Provider that its/his staff is not protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the Park District and, therefore, will be solely responsible for its/their own actions. The Park District will in no way defend the Service Provider in matters of liability. The hiring of additional personnel shall be the responsibility of the Service Provider. It is further agreed that the Service Provider will not be covered under social security, federal income withholding or state tax but that the Park District will meet its legal obligations to report payments made to the Service Provider on a Form 1099 and will comply with all Federal, State and local rules and regulations.
7. Liability. (a) Park District assumes no liability for actions of the Service Provider, Service Provider's directors, officers, owners, employees, agents or any other person acting on or purporting to act on behalf of Service Provider under this Contract. Service Provider agrees fully to indemnify and hold harmless Park District against any and all liability, loss, damage, cost or expense, including attorneys' fees, which Park District may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of Service Provider, Service Provider's directors, officers, owners, employees, agents or any other person acting on behalf of Service Provider, in the performance of its/his services and obligations under this Contract.

(b) Service Provider agrees that in order to protect itself and Park District under the indemnification provisions set forth above, Service Provider will obtain and keep in full force and effect at all times during the term of this Contract a liability insurance policy and workers compensation insurance in such amounts and with such coverages and issued by a company authorized to do business in the State and licensed by the Department of Insurance thereof, reasonably acceptable to Park District.

- (c) In the event that any action, suit or proceeding is brought against Service Provider, it/he shall, as soon thereafter as practicable, cause written notice thereof to be given to the Park District by certified mail.
8. Termination. This Contract may be terminated immediately by the Park District in the event of default or non-compliance with its terms by Service Provider; and in such an event, Park District shall cause immediate written notice of such termination to be given to Service Provider. In every such event in which the Park District shall terminate the services of Service Provider, Service Provider is obligated and agrees to refund to Park District all monies paid to it by Park District for services not rendered by said Service Provider as of the date on which Service Provider shall receive notice of termination.
9. Service Billing/Payment. The Service Provider will be responsible for billing directly to a representative of the Park District for its/his services. The billing for completed service should arrive at the offices of the Park District no later than the first Wednesday of the month for payment to be made on the fourth Tuesday of the same month or the third Wednesday of the month for payment to be made on the second Tuesday of the next month.
10. Notice. Any notices which are required to be given or which may be given under this Contract shall be sent to the parties at the above addresses.
11. Non-Assignability. Service Provider understands that this Contract is a contract for the personal services of Service Provider or its/his employees and that it is made by the Park District in reliance on Service Provider's or its/his employees' personal skill and knowledge in the activity to be conducted, and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider.
12. Miscellaneous. (a) This Contract constitutes the entire agreement between the Parties pertaining the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties hereto and dated after the date hereof.
- (b) Where the context admits, words in the masculine gender shall include the feminine gender and the word Service Provider or any pronoun representing it shall include all staff, agents and employees of Service Provider.
- (c) This Contract shall be governed by and construed in accordance with the laws of the State of Illinois.
- (d) Each of the parties acknowledges the receipt of good and valuable consideration for their respective agreements contained in this contract.

IN WITNESS WHEREOF, the undersigned parties have hereunto executed or caused to be executed this Contract as

of the ____ day of _____, 20____.

THE PALATINE PARK DISTRICT

Approval Recommended: _____
Signature

(District Administrator Responsible for Program or Service Offered):

Title

Approved:

Superintendent of Recreation

Service Provider: _____
Firm or Name of Individual

By: _____
Signature

Title

ADDENDUM TO SERVICE CONTRACT

I am an independent contractor for the Palatine Park District and I am aware I'm responsible for my own workman's compensation coverage.

Please sign _____

Date _____

EXHIBIT A

PALATINE PARK DISTRICT

Menu List of Costs

Base rates for all jobs are from 6:30 a.m. - 3:00 p.m. - Monday through Friday,
6:00 a.m. - 1:30 p.m. – Saturday & Sunday

	<u>2023 fees</u>
Fencing Manpower Costs	
1 Safety fence erection (per 50 ft. roll)	\$39.00
2 Home run fencing (per sleeved baseball field)	\$233.00
3 Home run fencing (per unsleeved baseball field)	\$312.00
Fencing Material Costs	
4 Fabric fence, for one field including posts, 450' linear	\$2,005.00
5 Fabric Fence, 150' sections	\$621.00
6 Posts and sleeves, each	\$49.00
Other Material Costs	
7 Padlocks	\$13.00
8 Keyed Padlocks	\$28.00
9 Field Dry Mix (cost/bag)	\$10.00
10 Field Chalk (cost/bag)	\$10.00
11 Field marking paint (cost/case)	\$69.00
12 Trash Pickers	\$32.00
13 5-gallon pal of marking paint	\$49.00
14 1 case of trash liners	\$51.00
15 Topsoil (cost/cu.ft.)	\$35.00
16 Hamilton Lighting cost (per field per hour)	\$19.00
17 Comm./Ost/Celtic Lighting cost (per field per hour)	\$19.00
18 Purchase and installation of padlock for knaack box	\$61.00
Other Manpower Costs	
19 Hauling equipment per crew member/hour	\$35.00
20 Tradesmen/hour	\$37.00
21 Tournament Duty per hour, (dragging, lining, garbage, etc.)	\$69.00
22 Tournament baseball infield lining, per field	\$57.00
23 Tournament soccer field layout, per field	\$223.00
24 Line soccer tournament field Labor & Paint	\$60.00
25 Layout additional football field	\$254.00
26 Line additional football field, Labor & Paint	\$99.00
27 Install additional Hollywood base posts (each)	\$37.00
28 Deliver and return of tables (per table)	\$7.00
29 Deliver and return of chairs (per 3 chairs)	\$7.00
Set up and removal of one (1) Temporary Football Goal	
30 Post (Practice Field)	\$372.00
31 Relocation of soccer goals (per set)	\$118.00
32 Additional garbage pick up	\$31.00
33 Deliver and return bleachers (cost/bleacher)	\$80.00
34 Deliver and return picnic table (cost/table)	\$19.00
35 Deliver and return barricades (cost/barricade)	\$10.00

36	Painting of Knaack field boxes	\$84.00
37	Knaack field boxes replacement of lid Supports	\$77.00
	Other Charges	
38	Processing of criminal background checks, per volunteer	\$19.00 /every 3 years
39	Per Player Capital Fee (All Afiliates)	\$10.00
40	Per Player Maintencance Fee (Baseball)*	\$13.00
41	Per Player Maintencance Fee (Soccer)*	\$11.00
42	Per Player Maintencance Fee (Football)*	\$11.00
	Opt-In Services (Cost Recovery - Beyond Basic Services)	
43	Registration Processing (Per Participant)	\$2.00
44	Field and Facility Scheduling (Per Hour Staff Time)	\$25.00
45	Bookkeeping and Accounting (Per Hour Staff Time)	\$35.00
46	Marketing and Promotions (Per Hour Staff Time)	\$35.00
47	Staffing and Management Services (Varies)	Actual Wage Cost
48	Equipment Storage (Varies)	Varies
49	Training and Certification (Varies per person)	Varies
50	IT Support (Per Hour Staff Time)	\$35.00

*** Items Included in the Per Player Maintenance Fees and per Affiliate Agreements:**

EXHIBIT B

BASIC PACKAGE OF SUPPORT AND SERVICES

Administrative Services and Facilities Use (All Park District Classified Programs)

* Affiliates See Exhibit A of cost recovery rates

Park District liability insurance coverage, C.O.I.

Registration, segregated interest bearing account

Finance and Payroll Services, Monthly Finance Statements

Advertisement in the 4 seasonal Park District brochures

Program Information listed on Park District web site

Press releases, mailing labels, post cards, class lists, flyers, mailings (paper costs may apply)

Storage of equipment

Use of designated classrooms for board meetings, drafts and team meetings

Annual placement of equipment boxes at fields

Moving and hook-up of concession trailer to begin and end season

Capital Improvements as approved in the annual capital budget (PPD covers 50%)

Baseball - Park District Baseball Diamonds

Annual field preparation including, mix, cutting edges, dragging, home plate, and maintaining outfield lines

Dragging & mowing all fields a minimum of once per week for practices, during the mowing season

Garbage removal

Football

Seasonal game field preparation including field lay out, lining, and erecting goals

Seasonal field restoration: irrigation, seeding fertilizer, and aeration (subject to extra charge for extreme turf damage)

Soccer

Seasonal field preparation including field lay out, lining, and erecting goals

Seasonal field restoration: irrigation, seeding fertilizer, and aeration (subject to extra charge for extreme turf damage)

40 Baseball Diamond Surcharge**

** Per player fee updated annually, based on three year actual average

Baseball Diamond Surcharge includes:

Park District fields

Dragging and lining infields once per day for scheduled games

Selected District 15 Diamonds

Annual field preparation includes turning fields and leveling. **Labor only for adding:** mix, home plate, base anchors

Dragging & mowing all fields a minimum of once per week for practices, during the season

Dragging and lining infields once per day for scheduled games

Garbage removal

NOTE:

A rush charge will be in force for any request with less than 72 hours notice. The charge will be twice the usual rate.

All work requests are dependent upon the availability of Park District maintenance crews.

All charges are based on normal work hours.