

IPARKS ANNOUNCES NEW EXEMPLARY MEMBER PROGRAM IN 2024!

IPARKS is pleased to announce that it has, once again, approved an Exemplary Member Program for 2024! At a time when insurance costs and member exposures are increasing across the marketplace, IPARKS remains here for its members in continuing a program that provides qualifying members with a reduction in those costs.

The Exemplary Member Program was introduced in 2018 to recognize and reward members that have contributed to the success of IPARKS by achieving a qualifying favorable loss ratio. Since the program was introduced in 2018, it has run through two full three-year cycles, awarding reductions to nearly 92% of the IPARKS membership in total. The high number of members qualifying for the program is a testament to their strong commitment to risk

management within their agencies. Since 2018, IPARKS has awarded more than \$3,000,000 back to our members through the Exemplary Member Program.

The 2024 Exemplary Member Program will focus on casualty and provide qualifying members with a 10% reduction in their calculated rate for casualty. An impressive 97% of the IPARKS membership qualifies for the 2024 program. The program will run for one year and will be evaluated in the fall.

We are proud to offer this program for the 7th consecutive year and proud of the Exemplary Members' commitment to providing safe places to play, relax and enjoy.

If you have questions about your eligibility for this program, contact a member of the Member Services Team at 800-748-0554.

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OUR PROMISE

Your IPARKS membership makes it easy for you to provide safe places to play, relax and enjoy. By making safety a priority, we empower you to improve upon best practices and work in collaboration with your fellow members to protect your district, assets and those you serve.



FACILITY USE AGREEMENTS - THEIR USE AND TERMS

by Kara L. Jones, Attorney

The following article discusses various provisions, documentation and sample language park districts should consider when opening facilities for use by the general public.

Groups seek to use Park District property for private events on a regular basis. These uses vary in scope, time, and frequency. A member of the public may use an activity room or pavilion on a single date for a party. The local sorority or fraternity might use a gym on a specific date for a dance or fundraising event. The local Girl Scout or Boy Scout Troop might use an activity room on a weekly or monthly basis. A Sports Association might seek to build a separate facility on Park District Property and use/control all or some of the athletic fields on a daily basis throughout the sports season. With regards to each of these groups/individuals, in order to avoid misunderstandings with regards to the rights and responsibilities of both parties – the group/individual and the Park District – with regards to the use of the property and those present thereon, Park Districts should consider the use of a Facility Use Agreements.

There are a number of provisions that should be considered when preparing Facility Use Agreements.



1. IDENTIFICATION OF THE SUBJECT PROPERTY AND SPECIFICS REGARDING THE USE OF THE SAME

- Name and address of person who is using/renting the property who will be responsible for the property during the use/rental and the people who are present
- The specific area(s) that are being used/rented by the group or individual
- The identification of any Park District equipment the group/individual will be using
- The date(s) and time(s) when the property is being used/rented
- What the property is being used for (i.e., baby shower, dance, birthday party, tournament)
- The rental fee and the charges for any security deposit for costs associated with clean-up or damage.

If a security deposit is going to be charged, the agreement will also need to include provisions regarding inspections and timing for the same; time for the return of the security deposit if no clean-up time is needed or damage is found; the hourly rate for any clean-up costs that are to be deducted from the security deposit; if damages are found the process through which those damages are identified and costs of repair/replacement are to be determined and paid.

Example:

4. **Rental Fee and Security Deposit.**
The rental fee for the above-described areas is \$_____ for the term set forth above. One week prior to the event the [renter] will pay \$_____ of this amount with the remaining balance of \$_____ due on the night of the event. If the event is cancelled by the [renter] the initial deposit will be returned.

Additionally, the [renter] will pay a security deposit of \$_____ one week prior to the event. On the day after the event the above-described areas which have been rented for the evening will be inspected for compliance with the terms of the agreement for clean-up and the [owner's] equipment/property will be inspected for damage.

If the requirements for clean-up are fully performed and no damage is noted to [owner's] equipment/property, the security deposit will be returned within 7 days.

If the requirements for clean-up are not fully performed, [owner] will perform the necessary clean-up, provide the [renter] with a detailed listing of clean-up that was required to be performed by [owner], and itemize the time which was necessary to complete the clean-up. Time required for clean-up by [owner] will be charged at a rate of \$_____ per hour, with a minimum charge of one hour, which will be deducted from the security deposit. If additional clean-up is necessary but no equipment/property damage is noted, the remaining amount of the security deposit, less amounts for clean-up, will be returned to the [renter] within 7 days after the clean-up is performed. If the costs of clean-up exceed the

amount of the security deposit, the [renter] remains responsible for any additional costs associated with the clean-up.

If damage is noted to any [owner] facilities or equipment, [owner] will notify the [renter] of that damage and the cost of the repair or replacement of the same. The cost of the replacement of that equipment will be deducted from the security deposit. If damage is noted to [owner's] equipment, the cost of the repairs and replacement are deducted, the remaining balance of the security deposit will be returned within 7 days of repairs or replacement of the equipment. If the cost of repairs or replacement to any damaged [owner] facilities or equipment exceeds the amount of the security deposit, the [renter] remain responsible for any additional costs associated with the repair or replacement of owner's facilities and equipment.

2. INFORMATION TO CONSIDER REGARDING INSPECTIONS, MAINTENANCE, AND SECURITY

- Who (the group/individual vs. the public entity) is responsible for maintenance of the property/ equipment during the event or use of the property/ equipment
- Whether any inspections are to be performed prior to and/or after the use of the property/equipment; who is to perform the inspections; and what, if any, documentation is to be completed regarding the same (if something unusual is found there must also be provisions as to how these are to be handled).
- Who is responsible for security and/or supervision at the event or during the use of the property/equipment

3. ACTIONS THAT SHOULD BE TAKEN IN THE CASE OF DAMAGE TO PROPERTY OR AN INJURY

What notice must be given and what actions must be taken by the group/individual using the property if an injury, accident, or incident occurs. This might include notification to a specific person associated with the public entity; when this contact is to be made (preferably immediately); the information they must obtain (as discussed above); the documentation they must complete; (preferably similar to that discussed above); the actions they must take to protect the property and/or other individuals.

4. INSURANCE PROVISIONS

A requirement that the group/individual maintain insurance in a specific amount which names the public entity as an additional insured. Individuals, as opposed to groups/clubs/organizations, may not be able to add the public entity as an additional insured on their policies of insurance. Although these clauses are beneficial, you will need to decide whether they should be included in all agreements and, if so, the requirements you will impose for casual, short-term uses of property and facilities.

Example of a "Liability Insurance" clause:

Liability Insurance. The [renter] shall obtain and maintain liability insurance, in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and shall name the [owner] as an additional insured on the policy at the above amounts. The liability policy obtained by [renter] must indicate that this coverage will be primary to cover any and all injuries to any person at the [owner] facility and grounds during the specified event. Furthermore, [renter] agrees to provide the [owner] with a certificate of insurance reflecting such coverage and naming [owner] as additional insured prior to the date of the event. The failure to provide this certificate of insurance will result in the cancellation of the event. The [renter] shall also immediately notify the [owner] of any amendments to the subject policy or notice of cancellation regarding the subject policy.

If a "liability insurance" provision requires that the group/club/organization provide a certificate of insurance reflecting coverage and the addition of the public entity as an additional insured, you must ensure that the certificate is provided. If it is not provided and you allow the renter to proceed with the use of the property or facility, the renter may have an argument that this requirement has been waived.

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5. INDEMNIFICATION PROVISIONS

Provisions providing for the renter to indemnify, hold the public entity harmless, and defend the public entity should it be sued for acts occurring during the event. Unless the public entity has an agreement with the group/club/organization or individual regarding the maintenance of the property, such a provision may not protect against claims related to the condition of the property.

Example of “Hold Harmless” provision:

Hold Harmless.

The [renter] agrees to indemnify, hold harmless, and defend the [owner] from and against any and all claims, suits, judgments, including reasonable attorney’s fees and litigation expenses based upon or arising out of any occurrence at or during [description of event or use]. This provision applies to the actual or alleged negligence, actions, or omissions of the [renter], [owner’s] employees or staff, any participant in a [renter’s event or use], or any spectator of a [renter’s event or use]. The [renter] further agrees to pay [owner] all costs of suit and all attorney’s fees should litigation be required by [owner] to enforce any provision of this agreement or recover any amounts owed by the [renter] pursuant to the terms of this agreement.

6. “ENTIRE AGREEMENT” PROVISION

A provision stating that the terms of the agreement are as set forth in the written document and supersedes all prior understandings, negotiations, or agreements and any modifications to the agreement must be made in writing signed by both parties.



7. “AUTHORITY” PROVISION

If the agreement is with a group, it should include language which requires the person signing on behalf of the group to affirmatively state that they have the authority to sign on behalf of and bind the group to its terms. It should further provide that if the person does not have such

authority, they agree to be personally bound to the terms of the agreement.

The provisions that are included in any Facility Use Agreement will vary based upon the type of group and/or the nature of the use. For instance, the agreement with the sports association that takes control of and uses all the sports fields throughout the season or for special tournaments will need to

contain significantly more information/detail than an agreement with an individual who uses a meeting room for four hours for a baby shower. As a result, it is recommended that you (1) consider the different types of clubs/organizations/individuals with whom you will enter into Facility Use Agreements; (2) consider what provisions you want to include in the agreements with regards to each type of club/organization/individual; and (3) because the suggested provisions above are for general discussion and may not comply with the laws of the State in which you reside,

you should always consult with your Boards’ attorney with regards to the types of Facility Use Agreements you will use, the provisions to include therein, and the language of the same.

TOP 10 RESOURCES OF 2023

by Hillary Waddle, IPARKS Member Services Partner

Each month, the IPARKS team intentionally selects risk management online safety trainings and documents to distribute to the membership. Let's look at IPARKS' top 10 most used resources of 2023!

1 Harassment Prevention for Illinois Employees

A NeoGov training, this course teaches employees to recognize workplace practices or behaviors that could have a discriminatory effect, identify harassing behaviors in the workplace and take action to prevent harassment – including sexual harassment and retaliation. The training itself is compliant with the Workplace Transparency Act's sexual harassment training requirements.

2 Preventing Slips, Trips and Falls

Slips, trips and falls are the second leading cause of workplace injuries and the fourth leading cause of workplace fatalities. This NeoGov course aims to help employees identify slip, trip, and fall hazards, learn how to avoid them and know how to react if employees find themselves on the receiving end of gravity.

3 Fire Prevention

This NeoGov course teaches employees to recognize and classify potential fire hazards in their work environment, prevent fires with good housekeeping practices, differentiate between a fire that is safe to extinguish versus a fire that requires immediate evacuation and apply the P.A.S.S. method when using a fire extinguisher.

4 Back Safety

Employees practicing back safety can save time, money, and pain. This training includes the basics of back safety in the workplace. Topics include safe lifting steps, common back injuries and an ergonomic overview. "Back Safety" is a NeoGov course that covers back safety under OSHA's General Duty Clause, Section 5.

5 Working Outdoors in Warm Weather

Working outdoors in the summer can be a great way to enjoy nature, but it has its own set of hazards. In this NeoGov course, employees will learn to recognize the dangers, and learn how to prevent problems related to the great outdoors including the sun, heat, tick-borne diseases, West Nile virus and poisonous plants. Both employers and employees can benefit from familiarity with the special hazards of outdoor work and the many ways they can be minimized.

6 Ethical Decision Making in the Workplace

In this NeoGov course, employees will get familiar with the most common ethical dilemmas at work, and can practice making ethical decisions through an immersive, scenario-based approach.

7 Employee Handbooks - Best Practices

This document covers in-depth information on creating an employee handbook, such as why it is beneficial to have one, what to include or exclude, language, compliance and sample sections. If you are in need of a handbook or are simply looking to update an existing handbook, the Resource eLibrary makes it easy (including a step-by-step handbook building tool)!

8 Lockout/Tagout Safety

This NeoGov course covers the OSHA standard regarding specific practices and procedures that safeguard employees from the unexpected startup of machinery and the release of hazardous energy from that start up.

9 Bloodborne Pathogens Condensed

This shorter version of the "Bloodborne Pathogens" NeoGov course provides information to minimize health risks to workers exposed to blood and other potentially infectious materials. Topics include the definition of bloodborne pathogens, symptoms of the diseases they cause and modes of transmission. This course covers OSHA 29 CFR 1910.1030.

10 Sexual Harassment: The Untold Story

This online training video explores real experiences of sexual harassment in the workplace such as quid pro quo and Hostile Environment. It also includes details on how to handle sexual harassment and organization responsibility.

To access these valuable trainings and many more resources, visit the IPARKS eLibrary (via www.iparks.org) or contact your Member Services Partner, Hillary Waddle at hillary@iparks.org.



MAINTENANCE GUIDELINES FOR EMERGENCY GENERATORS

This is the second article in a series on protecting your entity's property.

In the event of a utility interruption, emergency generators are often relied upon to provide critical backup power. To help ensure your emergency generator is ready when needed, it is important to complete required maintenance. Overlooking required maintenance could limit your ability to maintain business continuity and critical support systems during a utility interruption.

The following guidelines are recommended to help ensure proper emergency generator operations.

Recommended Protection Devices for Emergency Generators

- Voltage restrained overcurrent relay, one per phase to provide overcurrent protection
- Reverse power relay to prevent backflow of electricity into generator
- Overspeed trip
- Low oil pressure trip
- High oil temperature alarm and trip
- High exhaust temperature alarm and trip
- High jacket temperature trip
- Bollards added if located near vehicle access

Preventive and Predictive Maintenance

Emergency generators are expected to transition from a cold start to full load in a matter of seconds. This type of operation can be physically demanding for any type of equipment. Establishing a formal preventive and predictive maintenance program can help identify potential problems and reduce the risk of a generator breakdown.



The following practices should be included in your regular maintenance program. Only a qualified operator or technician should perform these tasks. For further guidance, consult the original equipment manufacturer.

- Visual inspections should include, but are not limited to, the following:
 - > Inspect the physical integrity of the housing, foundation and mounting bolts, and verify the equipment is secured in place.
 - > While the equipment is running, listen for sounds that could indicate internal problems, such as grinding or excessive vibrations.
 - > Visually inspect for physical signs of animal or rodent activity such as droppings, food, nesting or chewed wires.
 - > Inspect moving parts for abnormal conditions, such as wear, dirt, debris, improper lubrication, and fluid leaks.
 - > Inspect common wear items, such as hoses, belts, filters, gaskets and seals.
 - > Verify proper fluid levels, such as oil and coolant.
 - > Inspect starting batteries and cables for damage and terminal connections for corrosion buildup.
 - > Inspect fuel supply lines, connections and supporting equipment for physical integrity, leaks and corrosion.
- Grease and lubricate bearings and other moving parts according to manufacturer guidelines.
- Engine oil and filter replacement should be scheduled according to manufacturer guidelines.
- Since emergency generators don't run continuously, an oil sampling and analysis program should be established. This can help with the assessment of internal engine conditions and remaining oil life.

DO NOT PHISH

Phishing, a fraudulent practice of sending emails in order to induce users to surrender valuable personal information, is becoming more sophisticated quickly, without stopping or slowing down. Reportedly, Microsoft blocked more than 36 billion phishing and malicious emails last year alone. Phishing is one of the top causes of cyber security scams. In the past, phishing email scams had grammar errors, generic information, impersonal references, strange domain names and something off. Now, email scams are getting harder to spot because they appear more personal and authentic. However, there are still some signs that users should watch for to avoid becoming a victim of a phishing scam. Think of these 3 U's.



1) URGENCY

Phishing messages try to create a sense of urgency or an immediate deadline. This technique causes email users to react quickly, without slowing down to think or verify the request. If an email message is urgent, be very cautious. Do not feel pressured or threatened to act or do something quickly. If in doubt, take the time to verify the request and who is making the request.



2) UNKNOWN REQUESTER

Ask yourself, “Do I really know this sender/requestor?” Again, be cautious when receiving a message from a first-time requestor. Even if the person claims to be someone or know someone, it is best to verify the person’s authenticity before doing anything. If the request seems uncommon and the requester is uncommon, be very careful. Scams try to create familiarity, but if you do not know the person, before proceeding, take the time to slow down and contact the person to verify the request before acting on it.



3) UNEXPECTED MESSAGE

An email that is out of the ordinary should be a red flag. When an unexpected message is received that urgently requests action that is unusual, stop and verify. A legitimate sender’s email may have been hacked, which results in a phishing message going out. Look very carefully at the message and sender. Anything that seems odd, probably is a scam. Again, scammers are becoming more sophisticated, so take the time to verify before reacting. Time is on your side. Typically, if something is urgent from an unknown requestor and an unexpected message, both you and the person should probably discuss the issue or verify what the next steps should be before taking action.



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2024 CONFERENCE RECAP - GREAT TO SEE YOU!



IPARKS held its second annual Member Appreciation Reception at the 2024 IAPD/IPRA Soaring to New Heights Convention. We enjoyed seeing our members having a great time, catching up with familiar faces and meeting new ones! Over 20 member agencies attended the reception, recognizing another successful year of IPARKS and the 178 dedicated members that make up this risk sharing pool. Thank you to those who joined in the celebration – it was great to see you!

NEW MEMBER SPOTLIGHT - WE'RE GLAD YOU'RE HERE!

IPARKS welcomes its newest member, Illinois River Valley Special Recreation Association! IRVSRA provides opportunities to individuals with disabilities to surround themselves with friends and neighbors that share commonalities. They offer athletic and social settings for the special needs population in the Tazewell County area. To learn more, visit their website, www.irvsra.org.



IPARKS is the risk management affinity partner of Illinois Association of Park Districts (IAPD), working to provide affordable, specialized coverage programs and valuable loss control resources for park districts, recreation and conservation districts, river conservancy districts, forest preserves and special recreation agencies.