

*Borough of Hillsdale, NJ
Thursday, November 3, 2022*

Chapter 67. Recreation Commission

[HISTORY: Adopted by the Borough Council of the Borough Hillsdale 6-27-1972 by Ord. No. 72-9 as Ch. 2, Art. 3, of the Revised Ordinances of 1972; amended in its entirety at time of adoption of Code, see Ch. 1, General Provisions, Art. II. Subsequent amendments noted where applicable.]

§ 67-1. Continuation.

There shall be a Division of Public Parks and Playgrounds in the Department of Public Works.

§ 67-2. Functions.

The said Division shall comprise the administrative and supervisory activities of the Borough in connection with the development, improvement, maintenance and use of all public park and playground lands now owned or which may hereafter be owned or leased by the Borough.

§ 67-3. Recreation Commission.

The commission shall be known as the "Hillsdale Recreation Commission."

§ 67-4. Recreation Commission: appointment; qualifications; term; vacancies.

- A. The Commission shall consist of nine (9) members appointed by the Mayor, by and with the consent of the Council.
- B. All members of the Commission shall be residents of the Borough, and, of the said nine (9) members, seven (7) shall be not less than eighteen (18) years of age at the time of their appointment, and two (2) shall not be less than fourteen (14) years of age and not more than eighteen (18) years of age at the time of their appointment.
- C. The term of each of the seven (7) members who shall be at the age of eighteen (18) years of age at the time of appointment shall be five (5) years commencing January 1 of the year of their appointment. The term of each of the two (2) members who shall be between the ages of fourteen (14) years and eighteen (18) years at the time of their appointment shall be two (2) years. The seven (7) members who shall be at least eighteen (18) years of age at the time of appointment shall succeed to the terms of those members previously of the minimum age of twenty-one (21) years of age as vacancies occur. The term of the members who shall be between the ages of fourteen (14) and eighteen (18) years of age at the time of appointment shall succeed to the terms of those individuals previously appointed between the ages of 16 and 18 years of age as those vacancies occur.
- D. Vacancies in the Commission shall be filled for the unexpired term only.

SPORTS ASSOCIATION AGREEMENT

The within Sports Association Agreement (hereinafter "this" or "Agreement") is entered into by and between the Recreation Commission of THE BOROUGH OF HILLSDALE, whose Administrative Office is located at 380 Hillside Avenue, Hillside, New Jersey 07642 (hereinafter "Borough"); and HFA Sports Association, (hereinafter "Association"). This Agreement is dated this 25 day of July, 2016, and shall be effective when signed by both parties.

Purpose of Agreement

1. PURPOSE AND ACKNOWLEDGMENTS

- 1.1 The Association acknowledges that the Borough is a municipal government that is responsible for promoting the health, safety and welfare of its citizens and residents and that the Borough has a Recreation Commission to, in part, promote the health and welfare of the youth within the Borough.
- 1.2 The Borough acknowledges, and recognizes, that the Association is a New Jersey non-profit corporation organized by volunteers in Hillside, and neighboring towns where applicable, for charitable purposes including to promote, encourage, direct, and operate athletic programs for the youth of the Borough and shall strive to promote ideals of good citizenship and sportsmanship, through its athletic programs and activities for the benefit of the community.
- 1.3 The parties have stipulated and agreed that it would be in the best interest of the youth who reside in Hillside, if the parties collaborate and cooperate with each other to operate the Borough's youth sports activities.

1.4 The parties have negotiated, stipulated and agreed to the within terms upon which the Borough will support the efforts of the Association to promote, encourage, direct, and operate athletic programs for the youth of Hillsdale, and the parties wish to memorialize their agreements and understandings herein.

2. TERM

2.1 This Agreement shall commence with the Effective Date hereof and shall remain in force unless and until cancelled, in writing, by either party. Notice of Cancellation shall be made at least 30 days prior to the end of the Association's playing season.

3. SCOPE OF SERVICES TO BE PROVIDED BY ASSOCIATION

3.1 Without incurring any costs for the Borough, the Association shall promote, encourage, direct, and operate athletic programs for the youth of Hillsdale and the applicable neighboring towns, and shall promote and offer programs for the following sport:

_____.

3.2 Without incurring any costs for the Borough, the Association shall undertake to market for, screen and select coaches, assistant coaches and trainers necessary to the operation of a youth sports program within Hillsdale and applicable neighboring towns (hereinafter collectively "Association Volunteers").

3.3 Association shall promulgate minimum standards and qualifications for the selection of Association Volunteers and shall promulgate rules and regulations to which all Association Volunteers shall contractually consent.

3.4 The standards and qualifications for the selection of Association Volunteers shall include a requirement that all Association Volunteers (coaches, assistant coaches and trainers) selected shall be subject to a fingerprinting and criminal background check pursuant to Chapter 126 of the General Code of the Borough of Hillsdale, and that each individual, in order to serve as an Association Volunteer, must pass the fingerprinting and criminal background check to the satisfaction of Chapter 126 of the General Code of the Borough of Hillsdale. In addition to the requirements for fingerprinting and background checks pursuant to Chapter 126 of the Borough Code, there will also be a requirement that the Association Volunteers satisfactorily complete the Rutgers S.A.F.E.T.Y. Clinic, and a concussion certification test. They must also sign the Hillsdale Recreation Athletic Code of Conduct and the Lightning Safety Policy (for applicable sports).

3.5 The rules and regulations promulgated by the Association shall include the following:
To further protect our youth participants, as well as our coaches, officials and volunteers, we strongly advise that no individual adult person allow him/herself to be alone with an unrelated child or with any group of children during sponsored activities. In particular, we recommend that coaches or other adult members of this organization:

- a. Not drive alone with an unrelated child participant in the car
- b. Not take a child alone to the bathroom, locker room or any other private room
- c. Not provide one-on-one training or individual coaching except with the assistance of another adult or the child's teammate
- d. If you must have a private conversation with a youth participant, do it within view of others, instead of a private office

- e. Coaches and other adult members of this organization should not socialize individually with the participants outside of sponsored activities
- 3.6 The Association shall undertake to organize and administer: all schedules of events; team rosters and assignments; registration; tryouts/evaluations; team drafts; selection of coaches (subject to the requirements set forth under Chapter 126 of the Borough Code); schedules for practices and games; selection of all-star coaches and teams; scheduling of umpires and scorekeepers and fees incurred; and any and all league and franchise fees. The Association shall also be responsible for any and all promoting and fundraising activities, from which the Association shall retain all funds.
- 3.7 All parks, with or without lighted fields, are available without charge to any participating Hillsdale Recreation/Borough of Hillsdale sanctioned or sponsored league, organization, or association (those organizations with a written agreement with the Hillsdale Recreation Commission). Any event not sanctioned/sponsored by the Hillsdale Recreation Commission/Borough of Hillsdale shall pay a fee determined by the Hillsdale Recreation Commission for the use of lights.
- 3.8 The Association shall provide the Borough with a copy of their by-laws.
- 3.9 The Association must designate one or more of their board members as a representative to the Hillsdale Recreation Commission. Such representative must attend the monthly Recreation Commission meetings to represent the interests of their organization or provide a report if unable to attend. Should an Association opt not to have a representative, or if a representative is not present at the monthly meeting, the Recreation Commission may make decisions without their input.

4. SCOPE OF SUPPORT TO BE PROVIDED BY BOROUGH

- 4.1 The Borough shall nominate and appoint a Recreation Director who is an employee of the Borough to coordinate with the Association to provide the support pledged by the Borough herein.
- 4.2 The Borough shall review fingerprinting and criminal background check on each and every individual nominated to serve as an Association Volunteer by the Association as per Chapter 126 of the Borough Code. The Borough Recreation Department will maintain such records of approved Association Volunteers as per section 3.4 of this Agreement.
- 4.3 The Borough shall maintain facilities and fields to such standard and condition deemed appropriate by the Borough and the Association, and shall license and does hereby license the Association to utilize the facilities on a non-exclusive basis for the purpose of promoting, encouraging, directing and operating athletic programs for the youth of Hillsdale.
- 4.4 Notwithstanding that the license to utilize the above facilities granted to the Association herein is non-exclusive, it is stipulated and agreed that the programs and schedules organized and operated by the Association shall be given priority status over all other uses of the facilities except for those uses scheduled for Borough sponsored or Borough run events.
- 4.5 The Borough shall maintain existing lighting for fields in good working order.
- 4.6 The Borough shall provide existing utilities at the facilities such as electricity, water, and sewer, however, the Borough shall not be required by this Agreement to install any utilities not currently present. On fields where public bathrooms are not provided, the

Borough will furnish portable bathrooms with the consent of the Board of Education, if needed, at no cost to the Association.

4.7 The Association may be named as an additional named insured under the Borough "JIF" liability program provided they pay amounts designated by the Borough Administrator, limited to the total cost of the premium required to cover the Sports Association. The Policy runs from August 10 to August 10, and payment is due from the Associations, following receipt of premium calculation invoice, within 90 days of the renewal date of the policy. The Association may obtain its own insurance and shall provide the Borough with evidence of same.

4.8 The Borough agrees to indemnify and save harmless the Association, its officers, employees, agents, and each and every one of them and the Association agrees to indemnify and save harmless the Borough, its officers, employees, agents, and each and every one of them against and from all claims, suits, costs, expenses, fees (including reasonable legal fees) and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the sole negligent acts, errors or omissions of the Borough or its subcontractors of the officers, agents, or employees of either or the Association or its subcontractors or the officers, agents, volunteers or employees of either.

5. ACCOUNTING FOR PUBLIC FUNDS / ACCESS TO RECORDS

5.1 It is acknowledged by and between the parties that while the Association is not a public entity, the Borough is a public entity and has committed to support the Association with

public facilities. Accordingly, the parties do hereby stipulate and agree that the Association is a non-profit and shall meet appropriate State and Federal tax requirements. Copies of annual tax returns and filings are to be submitted to the Borough Administrator annually (IRS990 and NJ CRI200 as applicable).

5.2 The Recreation Commission and the Borough agree that they have no oversight, including financial, over the management of the independent Association that has not already been defined in this Agreement.

6. OWNERSHIP OF SUBJECT MATTER:

Unless otherwise agreed between the Borough and the Association, and approved by Borough's Attorney:

6.1. All materials and equipment supplied or loaned by the Borough to the Association during the term of this Agreement shall remain the property of the Borough;

6.2. All materials and equipment supplied or loaned by the Association to the Borough during the term of this Agreement shall remain the property of the Association.

7. MISCELLANEOUS

7.1 The Agreement constitutes the entire agreement and understanding between the parties, and supersedes any and all offers, negotiations and/or other agreements concerning the subject matter contained herein. Any amendments to the Agreement must be in writing and executed by both parties.

7.2 If any provision of the Agreement is held by a court of competent jurisdiction or other applicable tribunal to be invalid or unenforceable, the remainder of the Agreement

and/or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each remaining provision of the Agreement shall be valid, enforceable and continue in full force and effect without being impaired in any way.

7.3 This Agreement shall not be modified or amended except if agreed upon, in writing, amongst the parties to this Agreement.

7.4 This Agreement shall not be assigned to any other person or entity unless expressly agreed upon in writing amongst the parties to this Agreement.

7.5 This Agreement shall be construed in accordance with the laws of the State of New Jersey.

7.6 There shall be no personal liability to any Association member or signatory to this Agreement based upon the terms of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the Agreement as of the date first above written.

Recreation Commission of the
Borough of Hillsdale
380 Hillsdale Avenue
Hillsdale, New Jersey 07642

Sports Association

By: Patty Hughes

By: D. R. Flanagan

Name: Patty Hughes

Name: DEVON R. FLANAGAN

Title: Recreation Department Director –
Borough of Hillsdale

Title: PRESIDENT

Date: August 8, 2016

Date: 7/25/16

By: John Corring

By: _____

Name: John Corring

Name: _____

Title: Recreation Commission Chairman
– Borough of Hillsdale

Title: _____

Date: 8-8-16

Date: _____

ATTEST: Denise Kohan
Denise Kohan, Deputy Borough Clerk

ATTEST: _____

Date: 8-8-16