

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE
BYRON COMMUNITY UNIT SCHOOL DISTRICT 226
AND THE BYRON PARK DISTRICT MUNICIPAL CORPORATION**

SECTION I: AUTHORITY

This Intergovernmental Cooperation Agreement (hereinafter the "Agreement") is set forth on this 9th day of October, 2018 by and between the Byron Community Unit School District 226 Board of Education, Ogle County, Illinois (hereinafter the "School District") and the Byron Park District Municipal Corporation Board of Commissioners, Ogle County, Illinois (hereinafter the "Park District"). The parties have entered into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

SECTION II: HISTORY

This Intergovernmental Agreement between Byron CUSD 226 and the Byron Park District was a deliberate effort on behalf of both governmental bodies and the citizens of our districts, to solve the recreational needs of our students, staff and citizens; while concurrently making the facilities available to the entire Byron community. The original planners of this cooperation knew that this would serve the needs of all of our citizens, save substantial taxes for all citizens by pooling physical and human resources and avoiding duplication of services. In making future decisions with this agreement, we should always try to stay true to the original purpose of what makes more sense for the entire public and is the most financially sound approach as we represent all our citizens.

SECTION III: PURPOSE

The purpose of this agreement is to permit the School District and the Park District to provide for the availability of their facilities and services to their public, including students and faculty, for the improvement and expansion of existing recreational programs in the most cost efficient manner possible to the community.

SECTION IV: RESPONSIBILITY OF THE SCHOOL DISTRICT

The School District Shall:

1. Maintain the grounds, parking areas, and other areas owned by the School District, including snow removal duties, involved in the provision of public recreation programs. Pay for the heating and electrical cost in facilities used for recreation programs.
2. Provide custodial services for the joint recreational areas.
3. Provide an opportunity for the Park District to operate under the same health, dental, and life insurance policy as offered to the School District's employees.
4. Implement the same court fee structure for the four (4) basketball courts as available through the Byron Park District/Byron Physical Education Center, Byron High School basketball courts, Byron Middle School basketball courts and Mary Morgan Elementary School basketball courts.

For the 2018-2019 School Year, that court fee structure will be \$20.00 per hour for a community resident/team and \$25.00 for a non-resident/team.

Please be advised that all reservations regarding the basketball courts for any facilities regarding Byron Park District and/or Byron CUSD 226 shall be approved through the Byron Park District.

SECTION V: RESPONSIBILITY OF THE PARK DISTRICT

The Park District Shall:

1. Purchase all services, materials and use of the School District facilities for recreational programs on an annual basis for a fee of \$2.00 agreed to by the parties prior to the date of the execution of the Agreement.
2. Employ, manage, and supervise all necessary personnel in the recreational programs, whether full or part time, to operate the Park District's programs and activities. Develop and maintain records for all Park District personnel including an organization chart, job titles and descriptions, schedules, payroll records, criminal background check records, and records of facility key and scan card assignments.
3. Be responsible for development and management of all Park District operational procedures and records.
4. Enforce consequences instilled by the School District for violations of the school's behavioral policies.
5. Appoint one Park District Commissioner and one Park District Administrative Staff Member to partake as members of the School District's Building and Grounds Committee in order to maintain open lines of communication concerning facility management, usage, purchases, repairs, and overall planning.
6. Implement the same court fee structure for the four (4) basketball courts as available through the Byron Park District/Byron Physical Education Center, Byron High School basketball courts, Byron Middle School basketball courts and Mary Morgan Elementary School basketball courts.

For the 2018-2019 School Year, that court fee structure will be \$20.00 per hour for a community resident/team and \$25.00 for a non-resident/team.

Please be advised that all reservations regarding the basketball courts for any facilities regarding Byron Park District and/or Byron CUSD 226 shall be approved through the Byron Park District.

SECTION VI: ADMINISTRATION

There will be an annual joint meeting of the Byron CUSD 226 Board of Education and the Byron Park District Board of Commissioners in the month of October on a date mutually agreed upon by these parties. The purpose of this joint meeting will be for the parties to discuss the status of the Agreement and to determine if any revisions are needed to the Agreement. Any revisions proposed by either party, must be approved by both Boards prior to implementation. In the event the parties cannot agree as to the extension of this Agreement, it shall lapse on the year anniversary of its execution.

SECTION VII: FISCAL PROCEDURES

The parties shall keep records of the usage of the facilities and its' operational costs. The Park District shall have jurisdiction over the establishment of its memberships, programs, and activity fees and shall provide and maintain the records of accounting for those funds by means of an annual audit.

SECTION VIII: PROPERTY

In the event of termination of the Agreement, both parties shall provide an inventory to each other of all personal and real property involved in this providing recreational programs.

SECTION IX: LEGAL LIABILITY

The School District and the Park District shall each provide their own necessary liability insurance coverage at their individual expense. The School District and the Park District will each name the other as an additional insured on its liability insurance policy.

SECTION X: AMENDMENTS

The Agreement may be amended at the joint meeting of the parties as provided in Section 6 or at any time prior or subsequent thereto at a joint meeting specifically called to consider amendments to the Agreement.

Each Board will carry \$5,000,000 umbrella coverage. Each Board will provide the other with a Certificate of Insurance.

SECTION XI: AGREEMENT DURATION, REVISIONS, AND TERMINATION

This agreement shall be in full force and effect from the dates of its execution for a three-year period and for successive one-year periods thereafter unless terminated by either party by providing a minimum of 120 days' notice to the other party in writing prior to the expiration of any one-year period.

SECTION XII: NOTICES

Any notice to the Park District Board of Commissioners shall be addressed to the: Byron Park District, P.O. Box 423, Byron, Illinois 61010, Attention: Board President.

Notice to the School District Board of Education shall be addressed to the Byron Community Unit School District 226, 696 North Colfax Street, Byron, Illinois 61010, Attention: School Board President.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

**BYRON PARK DISTRICT
MUNICIPAL CORPORATION**



Board President

**BYRON COMMUNITY UNIT SCHOOL
DISTRICT 226**



Board President

ATTEST:



Board Secretary

ATTEST:



Board Secretary

Date: 10/18/18

Date: 10-24-18