

INTERGOVERNMENTAL AGREEMENT BETWEEN
URBANA PARK DISTRICT AND URBANA SCHOOL DISTRICT 116
FOR THE OPERATION OF THE URBANA INDOOR AQUATIC CENTER – **Final Draft**

This agreement records the terms under which the Urbana Park District (“Park District”) and the Urbana School District 116 (“School District”) agree to jointly operate the Urbana Indoor Aquatic Center.

I. General Terms:

1. **Purposes, Powers, Rights, Objectives, and Responsibilities.** The purpose and objective of this agreement is to establish an intergovernmental agreement between the Park District and the School District to jointly operate the Urbana Indoor Aquatic Center, where the citizens of Urbana can learn to swim, swim teams can practice, and citizens can benefit from being able to have access to water activities year round. Both Districts are “units of local government” as defined under Article VII, Section 10 of the 1970 constitution of Illinois, and are each “public agencies” as defined under paragraph 2 of the Intergovernmental Cooperation Act and have the authority to enter into this agreement. The Powers, Rights, and Responsibilities of each district are set forth in this agreement.
2. **Supporting Documents.** Definitions of the terms used in this agreement can be found in Appendix A. Times of pool use can be found in Appendix B.
3. **Duration of Agreement.** The term of this agreement is for 5 years from May 1, 2016 – April 30, 2021 unless the parties by mutual consent terminate the agreement earlier. This agreement, upon approval, superceded any and all previous agreement regarding the Urbana Indoor Aquatic Center. Either party may also terminate the agreement at any time with a 6-month notification. This term of this Agreement may be extended, for one or more supplemental one (1) year terms, if the parties meet, confer, and agree (in writing) to renewal terms at least sixty (60) days prior to the expiration of a pending term. In the event the parties fail to meet, confer and/or agree to renewal terms, this Agreement will expire and be of no further force and effect beyond the pending term’s expiration date, except for provisions obliging a party to indemnify, insure or otherwise provide benefit to the other party with respect to an event or

occurrence that arose during a time when the Agreement was in force and effect.

4. **Ownership of Swimming Pool.** The School District holds the ownership in recognition of its location on School Property.
5. **Pool Management Team.** The School District and the Park District will annually appoint representatives to a joint Pool Management Team. Each District will have three voting members on this team, one who will be designated the Team Leader. The Boards will delegate duties to the Team.
6. **Pool Management.** The parties will jointly operate the indoor pool facility. The Park District will have overall responsibility for the operation, maintenance, and management of the indoor pool.
7. **Aquatics Manager.** The Park District in consultation with the Management Team, will hire the Aquatics Manager, who will be an employee of and under the supervision of the Park District. The Aquatic Manager is responsible for:
 - i. Coordination of maintenance, repair, custodial care, and security of the swimming pool.
 - ii. Compliance with all applicable laws and regulations governing the facility.
 - iii. Management of the pool including scheduling pool use and hiring, training and supervising pool staff. This includes assuring that all individuals who guard, instruct, coach, or supervise activities at the pool meet applicable state regulations and requirements of an appropriate certification organization.
 - iv. Decisions in emergencies relating to safety concerns, care of the indoor pool or supervision or guarding.
8. **Conflict Resolution.** Any disputes within the scope of the Aquatics Manager's responsibilities that cannot be resolved by the Aquatics Manager will be referred to the Pool Management Team. Matters that cannot be resolved by the Team will be referred to the Executive Director of the Park District and the Superintendent of the School District, who will work together to address the issue. Items these two individuals cannot resolve will be referred to the two elected Boards. The Boards may handle the matter directly, or in the alternative do the following. Each party shall designate a person and these persons shall select a third person to act as a committee to resolve the dispute. The decision

of this committee shall be binding upon the parties unless the decision requires a party to do something that it cannot do by statutory authority. In this event, the committee shall reconvene to make a decision which a party can perform.

- 9. Liability Insurance.** Throughout the life of this agreement, including any extensions, each District will obtain and maintain liability insurance in the amounts and with the conditions that are mutually agreed upon in consultation with their insurers. This insurance should cover both districts, their board members, representatives and employees against any/all liability arising from this agreement or the operation of the Urbana Indoor Aquatic Center. Each District is responsible for obtaining and paying for its own insurance coverage. Each District will name the other District as an additional insured on its insurance policies.
- 10. Property Insurance.** The School District will insure the Urbana Indoor Aquatic Center in its entirety, all adjacent facilities, and all portions of the premises that are the property of the School District on an “all risk” of physical loss or damage basis equal to 100% of the full replacement cost of the building subject to a reasonable deductible. The School District will name the Park District as an additional insured on these policies.
- 11. Indemnity.** Each party will defend and indemnify the other for any claims arising because of acts occurring during the period under which the pool is under the use of the party accused of wrongdoing.
- 12. Gifts Received.** Each District will decide on the use of any future gifts received by the district designated for the Urbana Indoor Aquatic Center. Nothing in this agreement restricts either District from joining such gifts with endowment funds.
- 13. Amendments.** This Intergovernmental Agreement may be amended with the approval of the Urbana School District Board and Urbana Park District Board.

II. **Financial Terms:** Operating Costs

- 1. Fiscal Year:** The Urbana Indoor Aquatic Center’s fiscal year will be from May 1 to April 30.

2. **Accounting, Budget, and Audits.** The Park District will be responsible for the pool's accounts and funds. These accounts and funds will be audited annually.
3. **Allocation of Operating Expenses.** The operating costs (as defined in Appendix A) will be paid from the Operating Fund, which will be funded in the following priority order.
 - i. Revenue from pool usage. (See definitions in Appendix A)
 - ii. Each District must execute a one time transfer of funds at the rate of \$125,000 each at the beginning of the agreement. These funds will be the working cash for the life of the agreement for the Urbana Indoor Aquatic Center. When the partnership terminates, each District will be returned its remaining share of the working cash.
 - iii. Pro-rata contributions from the two Districts, as necessary, to cover remaining expenses. The pro-rata shares shall be based on a 50/50 split between the Districts, and shall be invoiced no later than June 30 and paid no later than July 31 following the fiscal year in which the operating deficit occurs.
4. **Fiscal Agent Fee.** In recognition of the fact that both Districts have indirect costs a fiscal agent fee will be paid by the School District to the Park District. In recognition that both Districts have these costs at some level we will use the formula of 2% of total annual expenses. Of that 2% The Park district recognizes 0.5% of the School Districts contribution and therefor will only bill for 1.5%. The 1.5% will be invoiced to the School District no later than June 30 and be paid separately at the end of each fiscal year with payment being received no later than July 31 of the following fiscal year.
5. **Unexpended Funds in Operating Fund.** Funds contributed to the operating Fund shall remain in the operating fund until used for operating costs or capital expenses as defined in Appendix A. Any annual positive fund balance other than the Working Cash will be divided in a 50/50 split between the Districts.
6. **Annual Park District Contributions.** The Park District will contribute to the Operating Fund as follows.
 - i. One-half of the salary of the Aquatics Manager for the life of this agreement. At the time of this agreement, that sum is estimated to be about \$21,500 annually. This will be paid from Park District Funds, and will not be included in the operating costs of the pool.

- ii. 50% of the interest earned by the Mary Alice English Fund (as defined in Appendix A) up to \$10,000 dollars annually will be contributed to the operating fund. [Example If the Mary Alice English Fund earns \$21,000 dollars of interest only \$10,000 is transferred in to the operating fund.]

7. Capital Expenses and Improvements. Capital expenses are defined in Appendix A and do not include the building envelope also defined in Appendix A. Capital Expenditures require the approval of the Pool Management Team. If sufficient funds for the capital expenses are not available in the Operating Fund, the parties will contribute to the expenses as follows:

- i. Both Districts will split Capital expenses 50/50 up to \$80,000 dollars of annual capital expenses.
- ii. The Park District will contribute 40% of all expenses above \$80,000 dollars while the School District will pay the remaining 60%.
- iii. Annual capital expenses will be paid for by both Districts at the appropriate percent split as the expenses occur.
- iv. The building envelop as defined in Appendix A is the responsibility of the School District.

III. Pool Operations

1. **Pool Use Management and Priorities.** The Park District will be responsible for management of all public use of the Urbana Indoor Aquatic Center and will determine and set all public usage fees. Each District is entitled to pool time as defined in Appendix B. The Park District will manage all other uses of the pool. An initial schedule for the use of the pool, assigning priority time periods to each district, is defined in Appendix B. Each party may offer programs at the pool individually or jointly. Expenses for activities not included within Operating costs (as defined in Appendix A) will be the responsibility of the sponsoring agency, except for public programs that are attributed to the operating budget.
2. **Staff Hiring and Training.** Each District will be responsible for hiring and training their own instructional and/or safety staff for programs, lessons, team coaches, and the like for programs offered during their pool use periods. Before members of either District staff may supervise activities at the pool, staff aquatic certifications must be reviewed and approved by the Aquatics Manager.

3. **Use of Facilities.** Facilities associated with the pool fall into three categories: Indoor Pool Facility, adjacent pool facilities, and school facilities, each of which is defined in Appendix A. The general principles applying to the use of these facilities are as follows:
 - i. **Indoor Pool Facility.** The Indoor Pool Facility will be scheduled by the Aquatics Manager following the priorities established in Appendix B.
 - ii. **Adjacent Pool Facilities.** Adjacent Pool Facilities are scheduled by the School District. The School District will provide written procedures for the Aquatics Manager for scheduling these facilities.
 - iii. **School Facilities.** School facilities as defined in Appendix A are scheduled by the School District and fees associated with their use are paid to the School District. These fees are the rental fees and the direct costs associated with the specific use of the facility, custodial care, and security at the School District rate. The School District will provide written procedures for the Aquatics Manager to submit requests for use of School Facilities for pool activities.
4. **Swim Meets and Other Large Events.** The School District agrees that requests made by the Aquatics Manager for access to school locker rooms and the Cafetorium will be accorded priority for events that could not reasonably be hosted without use of such facilities. Swim meets scheduled at least eight weeks in advance of the event will be accorded access to School Facilities. Other events will be accommodated according to normal scheduling and school priorities providing areas are not already reserved for activities. Once an event is scheduled, it may not be cancelled without agreement of the Aquatics Manager. Normal fees will apply to all uses of school facilities. Swim meets and other large events must not conflict with scheduled school events.
5. **Parking.** The School District will reserve parking spaces down the center isle of the parking lot, with blue painted lines, for Urbana Indoor Aquatic Center patrons and staff when the Urbana Indoor Aquatic Center is open. During swim meets and special events during non-school hours, the entire pool parking lot (in the adjacent pool facilities) will be available for pool users. Parking in other School District lots may also be requested by the Aquatics Manager.

Urbana Park District Executive Director /date

Urbana Superintendent of Schools / date

Urbana Park Board President /date

President, Urbana Board of Education /date

Attest: Secretary, Urbana Park Board /date

Secretary, Urbana Board of Education /date

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APPENDIX A
INTERGOVERNMENTAL AGREEMENT
URBANA PARK DISTRICT AND URBANA SCHOOL DISTRICT 116
DEFINITIONS

General Terms:

1. **Indoor Pool Facility:** The indoor pool facility encompasses the swimming pool, the structure housing the pool and all its furnishings, and all mechanical systems related to operating the pool.
2. **Adjacent Pool Facilities.** The facilities adjacent to the pool include the designated pool parking lot, common areas such as sidewalks, plazas, drop-off areas, outdoor seating and lawn areas, pool entrance areas.
3. **School Facilities.** School facilities are all buildings and grounds on the Urbana High School Urbana Middle School campus except the Indoor Pool Facility and Adjacent Pool Facilities as defined above. "School Facilities" explicitly includes all space inside the two schools, and the scoreboard and touchpads.
4. **Operating Costs.** The costs of operating and maintaining all aspects of the indoor pool facility including, but not limited to, the cost of:
 - a. Utilities (natural gas, electricity, sanitary sewer, water, telephone, cable, fire/security alarms, etc.)
 - b. All pool related chemicals
 - c. Maintenance equipment (large and small tools, etc.)
 - d. Maintenance supplies
 - e. Wages and benefits for pool staff including but not limited to, group employee insurance, IMRF, FICA, employment insurance, and worker's compensation as follows:
 - 50% of the salary, benefits, training, dues, and aquatic certification of the Aquatics Manager
 - 25% of the salary and benefits for the Aquatic Specialist
 - 82.65% of the salary, benefits, training, dues, and aquatic certification of the Aquatics Maintenance Supervisor
 - 100% of the hourly wages and benefits for Custodial, Maintenance (other than Aquatics Maintenance Supervisor) and all other pool staff
 - f. Repairs to the indoor pool, machinery, apparatus, appliances, and appurtenances that individually do not exceed \$7,000.00
5. **Expenses.** Urbana Park District and Urbana School District programs including salaries or benefits for teaching staff, coaches, or other personnel supervising such programs/lessons are not included in Operating Costs.

6. **Revenue.** All income from public programs including admissions and memberships/passes. Booster or parent clubs holding events officially sanctioned by either District that are designated as fundraisers to support pool functions, activities and events may retain all revenue from them after the direct costs of the events have been paid.
7. **Capital Expenses.** Any repair of existing features or addition of new features to the pool where the cost exceeds \$7,000. Repairs of existing features are considered capital expenses only if the Pool Management Team deems that further parts or labor would be excessive in relation to the cost of replacing the item and/or if the item has required repeated repair/replacement or may require repair/replacement in the current or next budget year.
8. **Building Envelope.** The building envelope is considered the structural items such as the roof, outside walls and large windows on the front of the building. For example, items such as the front door, the dehumidification system, carpet, tile and pool lights are wearable items and are included in the capital expenses.
9. **Mary Alice English Fund.** “Mary Alice English left 240 acres of farmland to the park district, which sold the land and invested the money so income could help meet pool expenses.” (See News-Gazette, 11/4/2004)

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APPENDIX B
INTERGOVERNMENTAL AGREEMENT
URBANA PARK DISTRICT AND URBANA SCHOOL DISTRICT 116
POOL USE PRIORITIES

1. During the school district's calendar year, between the hours of 8:00 AM and 3:30 PM, Monday – Friday, the School District will have first priority for use of the Indoor Pool.
2. During the school district's calendar year, between the hours of 11AM and 1PM, the school must notify the Aquatics Manager of any use or scheduled PE use at least 4 weeks in advance in order to receive priority. This clause is designed to preserve year around lunch-time lap swim for paid customers.
3. During the school district's calendar year, between the hours of 3:30 PM and 6:00 PM, Monday – Friday, the Park District and School District will each have first priority use of one-half the Indoor Pool.
4. During the school district's calendar year, before 8:00 AM and after 6:00 PM, Monday – Friday, the Park District will have first priority use of the Indoor Pool.
5. If a swim team (Urbana Tigers) has a scheduled, sanctioned meet to host (within the current year), and gives at least 8 weeks prior notice, the meet will have priority use of pool time, on any day or days of the week, 365 days per year as long as it is not during regular school hours.
6. If the School District wants use or to have access to the indoor pool during priority time for the Park District or the Park District wants use or to have access to the Indoor Pool during priority time for the School District, the District seeking pool use from the other must request that use from assigned priority user and receive its written consent.