

**INTERGOVERNMENTAL AGREEMENT BETWEEN
URBANA PARK DISTRICT AND URBANA SCHOOL DISTRICT 116 FOR
CONSTRUCTION AND OPERATION OF AN INDOOR SWIMMING POOL**

This agreement records the terms under which the Urbana Park District ("Park District") and the Urbana School District 116 ("School District") agree to build and operate an indoor swimming pool.

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 build and operate an indoor swimming pool 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. Definitions of programs can be found in Appendix B. Times of pool use can be found in Appendix C. A legal description of the real estate is contained in Appendix D. Agreements that apply only to the construction phase of the project are contained in a separate Memorandum of Understanding.
3. **Duration of Agreement.** The term of this agreement is for 17 (seventeen) years from the date of execution unless the parties by mutual consent terminate the agreement earlier. Two years in advance of the expiration, the School District and the Park District will form a joint committee to negotiate a new agreement.
4. **Ownership of Swimming Pool.** The parties will jointly own the swimming pool property as tenants in common with the School District holding a 90% interest and the Park District holding a 10% interest. The School District holds the majority ownership in recognition of its location on school property and the School District's 90% contribution to the initial construction costs. The Park District's consideration for its ownership interest has three elements: a) its contribution to initial construction costs; b) its devotion of the income from its Mary Alice English Endowment Fund to the operating costs during the term of this agreement and c) its further contribution to the operating costs as defined in this agreement.

5. **Pool Management Team.** The School District and the Park District will annually appoint representatives to a joint Pool Management Team. Each District may have up to three members on this team, one of who will be designated as 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. **Pool Manager.** The Park District in consultation with the Management Team, will hire the Pool Manager who will be an employee of and under the supervision of the Park District. The Pool Manager is responsible for:
 - a) coordination of maintenance, repair, custodial care and security of the swimming pool.
 - b) compliance with all applicable laws and regulations governing the facility.
 - c) 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.
 - d) decisions in emergencies relating to safety concerns, care of the indoor pool or supervision or guarding.
8. **Pool Naming.** The pool will be named upon the agreement of the two elected Boards. Otherwise, it will be referred to as the Urbana Indoor Pool.
9. **Conflict Resolution.** Any disputes within the scope of the Pool Manager's responsibilities that cannot be resolved by the Pool 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.

10. **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 indoor pool. 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.
11. **Property Insurance.** The School District will insure the indoor pool in its entirety (including the portion owned by the Park District), 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.
12. **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.
13. **Gifts Received.** Each district will decide on the use of any future gifts received by the district designated for the indoor swimming pool. Nothing in this agreement restricts either district from joining such gifts with endowment funds.
14. **Amendments.** This Intergovernmental agreement may be amended with the approval of the Urbana School District Board and Urbana Park District Board.

II. Financial Terms: Construction Costs

1. **Construction Costs.** The estimated cost of construction is \$4 million. The School District will pay for all capital costs for the construction of the indoor pool. The Park District will purchase its partial ownership interest by providing \$400,000 for the initial construction costs. After the full \$400,000 has been paid by the Park District, the School District will convey a 10% undivided ownership interest as a tenant in common in the real estate on which the Indoor Pool facility is constructed. Attached hereto is the legal description of said real estate. The legal description of the real estate is contained in Appendix D.
2. **Timing of Park District Construction Payments.** The Park District's construction cost payment will be due no later than July 1, 2004. The Park District may make this payment in partial payments, and will do so if feasible in recognition of the fact that this will assist in reducing overall interest payments by the School District.

III. Financial Terms: Operating Costs

1. **Fiscal Year.** The pool'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. Audit results will be reported to each elected board.
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.
 - a) Revenue from pool usage. (See definitions in Appendix A)
 - b) Park District annual contribution of \$40,000.
 - c) Income from the Mary Alice English Pool Endowment, as needed.
 - d) Pro-rata contributions from the two districts, as necessary, to cover remaining expenses. The pro-rata shares shall be based upon the annually determined pool usage percentage for the fiscal year, and shall be paid no later than June 30 following the fiscal year in which the operating deficit occurs.
4. **Other Operating Expenses.** Any expenses related to pool usage not included within the definition of operating costs (as defined in Appendix A) are the responsibility of the District conducting the activity generating the costs.
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. Upon termination of this agreement, any remaining balance in the Operating Fund will be divided between the parties in the proportion of their contributions to the fund in the preceding two fiscal years
6. **Annual Park District Contributions.** The Park District will contribute to the Operating Fund as follows:
 - a) \$40,000 per year, with the first year's payment being prorated to reflect the remaining days of the fiscal year from when the pool opens and continuing for the life of this agreement, to be paid at the beginning of each pool fiscal year.
 - b) One-half of the salary of the Pool Manager for the life of this agreement. At the time of this agreement, that sum is estimated to be about \$17,000 annually. This will be paid from Park District funds, and will not be included in the operating costs of the pool.
 - c) Interest earnings on Mary Alice English Pool Endowment Fund earned after pool becomes operational as needed.


7. **Mary Alice English Endowment Fund.** The parties agree that the Mary Alice English Endowment Fund remains the property of the Park District. Unexpended interest earnings can be used for necessary capital expenses as needed or allowed to remain in the Endowment Fund to maintain the value of the Fund.
8. **Capital Expenses and Improvements** (after initial construction). Capital expenses are defined in Appendix A. Capital Expenditures require the approval of the Pool Management Team. If sufficient funds for the capital expense are not available in the Operating Fund, the parties will contribute to the expenses on the basis of the aggregate average annual percentage use assigned to each district over the life of the pool to date.

IV. Pool Operations.

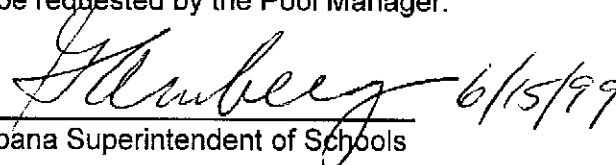
1. **Pool Programs and Public Use Management.** The Park District will be responsible for management of all public use of the indoor pool and will determine and set all public usage fees. Each district is entitled to use pool time as defined in Appendix C for its programs as defined in Appendix B. The Park District will manage all other uses of the pool.
2. **Pool Usage Percentage.** By February 1st each year the parties will agree to the percentage allocation of pool usage for the next fiscal year. The percentage allocation will be based as nearly as the parties can determine on actual usage by each district for its programs. These percentages will be used for apportioning operating expenses not covered by other sources of revenue and contribution. For the first year, the parties anticipate that the pool usage percentages will be 60% School District and 40% Park District.
3. **Pool Use.** An initial schedule for the use of the pool, assigning priority time periods to each district, is defined in Appendix C.
4. **Pool Usage Costs.** 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.
5. **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 Pool Manager.

6. **Use of Facilities.** Facilities associated with the pool fall into three categories: Indoor Pool Facility, adjacent pool facilities and school facilities, each of which are defined in Appendix A. The general principles applying to use of these facilities are as follows:
- a) **Indoor pool facility.** The Indoor Pool Facility will be scheduled by the Pool Manager following the priorities established in Appendix C.
 - b) **Adjacent Pool Facilities.** Adjacent Pool Facilities are scheduled by the School District. No fees will be associated with their use. The School District will provide written procedures for the Pool Manager for scheduling these facilities.
 - c) **School Facilities.** School facilities are scheduled by the School District and fees associated with their use are paid to the School District. These fees are 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 Pool Manager to submit requests for use of School Facilities for pool activities.
7. **Swim Meets and Other Large Events.** The School District agrees that requests made by the Pool 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 Pool Manager. Normal fees will apply to all uses of school facilities. Swim meets and other large events must not conflict with scheduled school events.

8. **Parking.** The School District will reserve up to seven (7) parking spaces in the adjacent pool facilities for use of pool staff. During Park District use time, a minimum of 50 parking spaces will be made available for pool users. 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 Pool Manager.




Urbana Park District Executive Director

 6/15/99

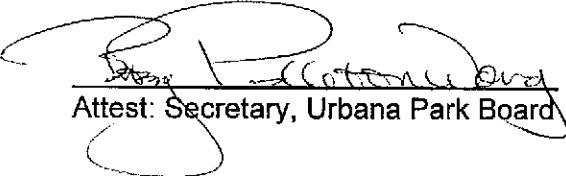
Urbana Superintendent of Schools



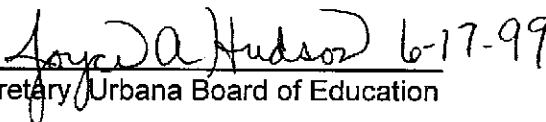
Urbana Park Board President

 6/15/99

President, Urbana Board of Education



Attest: Secretary, Urbana Park Board

 6-17-99

Secretary, Urbana Board of Education

**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.
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. liability insurance costs and deductibles, except those costs that are the responsibility for a district as set forth in paragraph 10 of the Intergovernmental Agreement.
 - b. utilities (natural gas, electricity, sanitary sewer, water, telephone, cable, fire/security alarms, etc.),
 - c. all pool-related chemicals,
 - d. maintenance equipment (large and small tools, etc),
 - e. maintenance supplies,
 - f. maintenance staff,
 - g. custodial staff and/or services,
 - h. 50% of the salary and 50% benefits for pool manager including but not limited to group employee insurance IMRF, FICA, employment insurance and worker's compensation, training, dues and aquatic certification,
 - i. salaries and benefits for all pool staff including but not limited to group employee insurance, FICA, employment insurance and worker's compensation,
 - j. repairs to the indoor pool, machinery, apparatus, appliances and appurtenances that individually do not exceed \$5,000.00,
 - k. all expenses related to public programs
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 \$5,000. Repairs of existing features are considered capital expenses only if the Pool Management Team deem 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.

**APPENDIX B
INTERGOVERNMENTAL AGREEMENT
URBANA PARK DISTRICT AND URBANA SCHOOL DISTRICT 116
PROGRAMS**

1. **Park District Programs**
 - Park District sanctioned swim teams
 - Park District swim lesson/aquatic programs
 - Park District water aerobic programs
 - C-U Special Recreation programs
 - Park District camp programs

2. **School District Programs**
 - School District sanctioned interscholastic teams
 - School District elementary school "drown proofing" programs
 - School District programs offered through or as part of school or classroom activities
 - Physical Education Classes

3. **Public Programs**
 - Lap swim
 - Family swim
 - Recreational swim
 - Rentals

APPENDIX C
INTERGOVERNMENTAL AGREEMENT
URBANA PARK DISTRICT AND URBANA SCHOOL DISTRICT 116
POOL USE

1. From the fourth week of August through the first week of June between the hours of 7:00 a. m. and 3:30 p.m., Monday-Friday, the School District will have first priority for use of the Indoor Pool.
2. From the fourth week of August through the first week of June between the hours of 3:30 p.m. and 6:00 p.m., Monday-Friday, the Park District and School District will each have first priority for use of one-half the Indoor Pool.
3. From the fourth week of August through the first week of June before 7:00 a.m. and after 6:00 p.m., but no later than 10:00 p.m., Monday-Friday, the Park District will have first priority use of the Indoor Pool.
4. From the fourth week of August through the first week of June on Saturdays and Sundays the Park District and School District will share pool time and the Management Team will determine the use calendar.
5. From the second week of June to the second week of August the pool will be used periodically for public use and weather-interrupted swim lessons at Crystal Lake Pool, Park District swim lessons and/or other Park District water based activities.
6. The Indoor Pool will be closed for annual maintenance the second and third weeks of August.
7. If a swim team (Tigers or Aquachiefs) 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.
8. 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. No charges will be assessed if the use is approved.

**APPENDIX D
INTERGOVERNMENTAL AGREEMENT
URBANA SCHOOL DISTRICT AND URBANA PARK DISTRICT
LEGAL PROPERTY DESCRIPTION**

APPENDIX D HERE.....LEGAL PROPERTY DESCRIPTION

SCHOOL DISTRICT ATTORNEY

**MEMORANDUM OF UNDERSTANDING
URBANA PARK DISTRICT AND URBANA SCHOOL DISTRICT 116
CONSTRUCTION OF A SHARED INDOOR SWIMMING POOL**

This records the terms under which the Urbana Park District (Park District) and the Urbana School District 116 ("School District) agree to build a shared indoor swimming pool.


General Terms:

1. **Construction Team.** The School District and Park District will designate representatives to a joint Construction Team ("Team"). Each district may designate up to three members of the Team. Each District will designate one of its representatives as its Team Leader.
2. **Pool Consultant and/or Architect.** The Team will solicit and review proposals from pool experts and recommend to each Board a Pool Consultant and/or Pool Architect to assist in the design and construction of an indoor swimming pool.
3. **Pool Functions and Features.** The Team with input from the Pool Management Team will develop and provide the pool consultant and/or the pool architect with program and schedule requirements that relate to the overall design and functions of the pool. The Team will keep the Boards informed during the design process.
4. **Pool Design Process.** The Team will review each phase of the design process, including but not limited to schematic design, design development, construction documentation and bidding and contractor selection. All planning and design decisions must be approved by each District's Team Leader.
5. **Pool Design.** The Team will propose a final pool design for approval by the Boards of each District. The Team's proposal will include the following elements:
 - a. Design of the Indoor Pool Facility;
 - b. Design of the Adjacent Pool Facilities but not including School Facilities;
 - c. Parking;
 - d. Health and safety requirements;
 - e. Facility access;
 - f. Other design issues as they relate to the public use, staffing, mechanical function, operation and maintenance of the indoor swimming pool structure and complex.
6. **Construction Manager.** In consultation with the School District Architect a Park District Representative will have input to the selection of the Construction Manager. The Construction Manager will be responsible for overseeing the daily construction operations, including but not limited to: construction documentation, construction detailing use of materials/ construction equipment, scheduling field change requests, payment schedules, regular construction progress meetings, and/or other activities related to the construction of the Indoor Pool Facility.
7. **Changes to Project.** The Team must review and approve all schedule changes, field change requests, material /equipment substitutions and regular pay requests. The Boards of each District must approve design changes, field change requests and cost overruns.

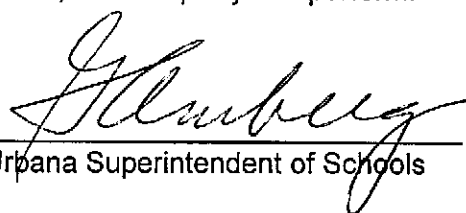
8. **Access to Construction Site.** All members of the Team will have reasonable access to the construction site to evaluate and to monitor construction activities. Temporary construction door locks and keys will be provided as directed by each District's Team Leader to allow daily site inspections by designated Team members.

9. **Construction Bills and Professional Fees.** All professional fees will be included in the capital costs of the indoor swimming pool project. The School District is responsible for paying all capital costs. (Financial arrangements between the two districts are contained in a separate agreement).

10. **Conflict Resolution.** Any disputes that cannot be resolved within the Team or by joint consultation of each District's Team Leaders 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 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.



 Urbana Park District Executive Director

 6/15/99

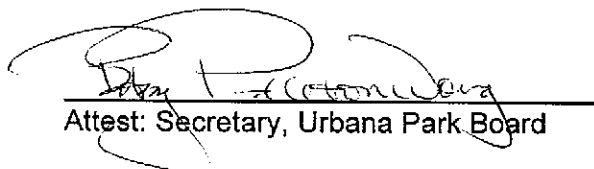
 Urbana Superintendent of Schools



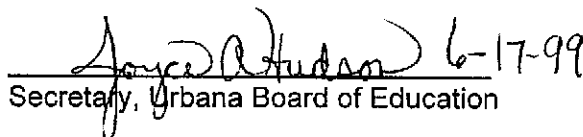
 Urbana Park Board President

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 President, Urbana Board of Education



 Attest: Secretary, Urbana Park Board

 6-17-99

 Secretary, Urbana Board of Education