

INTERGOVERNMENTAL AGREEMENT FOR USE OF EMPLOYEES

THIS AGREEMENT, entered into this 30th day of October, 2018, by and between the Geneseo Community Park District ("Park District") and the Board of Education of Geneseo Community Unit School District #228 ("School District") for the use employees;

WHEREAS the School District and Park District are both public agencies of the State of Illinois; and

WHEREAS the School District and Park District desire to cooperate in expanding public recreation opportunities to the community by providing and promoting quality extra-curricular recreational programming for students who are enrolled in the High School and can benefit from extra-curricular recreational activities before and after the regular school day; and

WHEREAS the School District and Park District propose to cooperate in the High School District's Gymnastics Team to pool their resources and share personnel and facilities to increase their capabilities to provide such public recreational opportunities and services on the terms and conditions hereinafter set forth; and

WHEREAS, the School District wishes to borrow Park District staff to serve as coaches for the School District's High School Gymnastics Team (hereafter "Team") and the Park District is willing to loan Park District staff to the School District in the spirit of intergovernmental cooperation; and

WHEREAS the Park District and School District are authorized by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into an intergovernmental agreement providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois.

NOW THEREFORE, in the consideration of the statements set forth above and the understandings herein made, the parties hereto agree as follows:

SECTION 1. SCOPE OF AGREEMENT

1. This Agreement shall involve the coaching activities of the Team by the employees set forth below to include practices, meets, competitions, tournaments, and the like. This Agreement shall not include other activities performed by the employees set forth below, either through the Park District or the School District, not related to the Team, its practices, meets, competitions, tournaments, and the like.
2. Effective Dates: November 2017 through February 2018.
3. Names of Employees ("Borrowed Employees"):

- a. Larry R. Ward
 - b. Mary C. Ward
4. Location(s)/facility/event to which Borrowed Employees will be assigned:
Geneseo Community Center
541 East North Street
The practices are 7-9 pm on Monday and Thursday and 4-6 pm on Friday
Team Competition Schedule to be administered by School District
 5. The School District shall pay the Geneseo Park District \$2,000 for use of the Park District facilities during the term of the agreement.
 6. The School District shall pay hired coaches and scheduled judges for meets.
 7. The Park District will not charge a participant fee
 8. The School District will order uniforms and collect payment for uniforms
 9. All costs associated with the program will be paid for by the School District or Gymnastics Boosters, with the exception of equipment owned and operated by the Park District and facilities maintained by the Park District.

SECTION 2. SCHOOL DISTRICT RESPONSIBILITY FOR BORROWED EMPLOYEES

1. Borrowed Employees shall be deemed employees of the School District, and not the Park District, for any and all activities arising out of or in connection with this Agreement.
2. The management, direction, supervision and control of the Borrowed Employees is exclusively with the School District for any and all activities arising out of or in connection with this Agreement and in the scope of this Agreement, as borrowing employer. This Agreement shall not be construed to create any joint employment relationship between the School District as the borrowing employer and the Park District as the lending employer.
3. The School District shall be responsible for determining whether any borrowed employee is qualified and skilled for any activity within the scope of this agreement. The School District shall have the power and authority, without prior notice to or permission from the Park District, to discontinue this Agreement, with or without cause, with regard to any or all Borrowed Employees. The School District shall further require any Borrowed Employee to submit to a finger-print based criminal history records check in compliance with The School Code (105 ILCS 5/10-21.9) if one has not been previously performed by the School District or the Park District.
4. The School District shall pay any salary or set stipend to the Borrowed Employees in connection with this Agreement season.
5. This Agreement shall not be construed as creating any joint employment relationship between the School District as the borrowing employer and the Park District as the lending employer.

SECTION 3. INSURANCE PROVISIONS

1. The School District shall maintain, at its own expense, during the term of this Agreement, insurance as follows:
 - a. General Liability: The School District shall obtain and maintain during the term of this Agreement general liability insurance insuring both the Borrowed Employees and the Park District against third party liability, employment practices liability, bodily injury, personal injury and property damage, in an amount not less than \$3,000,000.00 combined single limit per occurrence.
 - b. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000.00 per accident and \$1,000,000.00 per disease.
2. The School District shall, with regard to said insurance policies:
 - a. Include the Park District, its officers, officials, agents, volunteers, and employees to be covered as additional insured's as respects liability arising out of any negligent or wrongful act or omission of the School District or any Borrowed Employee within the scope of this Agreement.
 - b. Borrowed Employees shall be considered to have consented to employee and agent status of the School District and shall be covered under the School District's Worker's Compensation Insurance.
 - c. The School District shall furnish certificates of the insurance and/or coverage in place as required herein and including a 90 day notice of cancellation or reduction in limits. The certificates of insurance must state that coverage is extended to the Borrowed Employees.

SECTION 4. HOLD HARMLESS

1. To the fullest extent permitted by law, the School District shall protect, indemnify, save, defend and hold harmless the Park District, including its officers, agents, volunteers, employees (including, but not limited to Borrowed Employees), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees, court costs and expert expenses), which the Park District may become obligated by reason of any accident, injury or death of persons, or loss of or damage to property arising indirectly or directly in connection with or under this agreement, whether or not covered by insurance; including, but not limited to, any negligent or wrongful act of any borrowed employee while acting in the course of the scope of this Agreement.

SECTION 5. BENEFIT OF THE PARTIES

1. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party

- to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
2. Nothing in this Agreement shall be construed to create employment rights of the Borrowed Employees in connection with or within the scope of this Agreement.

SECTION 6. MODIFICATION

1. This Agreement may only be modified by the written mutual consent of the parties.
2. The School District shall, upon a desire to terminate or discontinue this Agreement with regard to any or all of the Borrowed Employees, send written notice to the Park District, via regular U.S. Mail.

SECTION 7. ADVICE OF COUNSEL

1. Both parties have had the opportunity to, and had, the advice of counsel in the development and prior to the execution of this Agreement.

Entered this 30th day of October

Signed:

Adam Bluff

Superintendent,
Geneseo CUSD #228

Signed:

Arthur Turner

Executive Director,
Geneseo Park District