

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
FOX VALLEY SPECIAL RECREATION ASSOCIATION
DUPAGE, KANE, AND KENDALL COUNTIES, ILLINOIS
AND
MID-VALLEY SPECIAL EDUCATION COOPERATIVE
KANE COUNTY, ILLINOIS
FOR AN AFTER SCHOOL PROGRAM

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2014, by and between the Fox Valley Special Recreation Association, DuPage, Kane, and Kendall Counties, Illinois (hereinafter referred to as "FVSRA") and the Mid-Valley Special Education Cooperative, Kane County, Illinois (hereinafter referred to as "MVSEC").

WITNESSETH:

WHEREAS, the FVSRA and the MVSEC have mutually determined that it would be in the best interests of the citizens of the community to be able to utilize certain schools of the MVSEC during certain hours, when said buildings are not being used for educational purposes; and

WHEREAS, this Intergovernmental Cooperation Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois (5 ILCS 220/1 et seq.); and

WHEREAS, the MVSEC is authorized to develop and maintain an after school program for students in kindergarten through sixth grade, pursuant to Section 10-22.18b of The School Code (105 ILCS 5/10-22.18b), and the FVSRA is willing to operate such a program.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the FVSRA and the MVSEC hereby agree as follows:

1. **PROGRAM OPERATION**

Commencing with the 2014-15 school year, the FVSRA and the MVSEC shall cooperate in providing an after school program for students in kindergarten through the sixth grade who are residents of MVSEC Member Districts.

Said program shall be for the purposes authorized in Section 10-22.18b of The School Code (105 ILCS 5/10-22.18b), including, but not limited to, provision for homework, physical exercise, snacks, recreational activities and educational offerings which are in addition to the regular school day (hereinafter the "Program"). The day-to-day operation and administration

of said Program shall be undertaken by the FVSRA. FVSRA shall operate the Program in accordance with and subject to applicable state and federal law.

A certified teacher or other individual who meets the requirements for supervising a day care center under the Child Care Act of 1969 (225 ILCS 10/1 et seq.) shall be designated by the parties hereto as chief administrator of the Program. The Program at each site shall be coordinated by a certified teacher or other individual who meets the requirements for supervising a day care center under the Child Care Act of 1969 (225 ILCS 10/1 u seq.).

2. PREMISES

A. The MVSEC agrees to allow the FVSRA to use those rooms and facilities of the MVSEC as set forth in Exhibit A attached hereto and made a part hereof (hereinafter the "School Premises") to operate the Program. The MVSEC shall not charge the FVSRA any rent or other fee for the usage of such School Premises. The FVSRA shall be allowed to use the School Premises for the sole purpose of operating the Program on those days and for those hours as set forth in Exhibit A. The FVSRA shall also be entitled to reasonable modes of ingress and egress to and from the School Premises and the use of parking areas on the Premises.

3. OPERATIONAL COSTS

A. The FVSRA agrees to provide all advertising for the Program, and shall be entitled to charge and collect reasonable fees for the Program to cover the costs and expenses thereof.

B. The MVSEC agrees to provide reasonably required heating, electrical, and water services during those times in which the FVSRA uses the School Premises to operate the Program. The MVSEC agrees to provide access to a telephone on the school premises for use in the operation of the Program and in case of emergency. Further, the MVSEC agrees to provide reasonably required custodial services on the School Premises with the quality of maintenance equal to ongoing MVSEC custodial services. It will be the responsibility of the FVSRA personnel to leave the School Premises in the same condition as they receive it on a daily basis.

C. The FVSRA agrees that it shall promptly reimburse the MVSEC for the cost of necessary repairs or replacements to furnishings, fixtures, and other improvements to the School Premises caused by the FVSRA's operation of the Program at the School Premises, normal wear and tear excepted.

D. The FVSRA agrees to operate the Program in accordance with Section 10-22.18b of The School Code. The FVSRA agrees to provide, at its cost,

personnel sufficient and necessary to properly supervise and operate the Program. Said personnel shall submit to a criminal background check as a condition of employment in the Program in accordance with Section 10-21.9(f) of The School Code (105 ILCS 5/10-21.9(f)). The FVSRA shall perform and pay necessary costs for said criminal background checks.

E. The FVSRA shall indemnify, defend and hold harmless MVSEC from and against any and all claims, suits, liability, damages, costs or expenses (including attorneys' fees) incurred or arising out of operation of the Program, except to the extent caused by the negligent or intentional conduct of MVSEC.

F. Nothing herein is intended nor shall it be interpreted as a waiver or relinquishment of any immunity from liability or damages afforded to FVSRA or MVSEC under applicable law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

4. **TERM**

The parties to this Agreement understand and agree that this Agreement shall commence the day and year first above written and shall continue in effect through June 30, ~~2014~~2015. This Agreement shall remain in effect from year-to-year thereafter unless either party serves on the other party, no later than April 15 of any year of the Agreement, written notice of its intent to terminate the Agreement effective June 30 of that year.

5. **MISCELLANEOUS PROVISIONS**

A. Any and all notices required hereunder to be sent to the MVSEC shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Dr. Carla Cumblad, Executive Director
Mid-Valley Special Education District
1304 Ronzheimer Avenue
St. Charles, Illinois 60174

or by personal delivery of any such notice delivered to an employee of the MVSEC at its District administration office during the regular business hours of said office.

Any and all notices required hereunder to be sent to the FVSRA shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Carolyn Nagle, Executive Director
FVSRA

2121 West Indian Trail
Aurora, Illinois 60506

or by personal delivery of any such notice delivered to an employee of the FVSRA at its District administration office during the regular business hours of said office.

B. The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

C. Neither party may assign, transfer, or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

FVSRA BOARD OF Directors
FVSRA
2121 West Indian Trail
Aurora, Illinois, 60506

Mid-Valley Special Education Cooperative
1304 Ronzheimer Avenue
St. Charles, IL 60174

By: _____
Its President

By: _____
Its President

ATTEST: _____
Its Secretary

ATTEST: _____
Its Secretary

Date: _____

Date: _____

EXHIBIT A

The following spaces will be utilized:

(School)	(Area)
Mades Johnstone Center	

The following items will be utilized:

- Tables
- Chairs
- Restrooms
- MJC Multi-purpose Room
- VCR/Television
- Restrooms
- Playground
- Refrigerator

The above mentioned facility spaces and items will be used during the 2014-15 school calendar year of Mid-Valley Special Education Cooperative, commencing on _____, 2014, and concluding _____, 2015. The Program will operate (if sufficient registration) on all school days.