**Sauk Valley Community College**

**February 26, 2018**

**Action Item 5.1**

**Topic: Intergovernmental Agreement by and between Dixon Unit School District #170 & Sauk Valley Community College (Joint Use of Facilities at Brinton Ave)**

**College Health Metric 3 –The College uses its revenue conservatively. The College pursues and utilizes alternative revenue streams.**

**Presented by: Dr. David Hellmich and Dr. Jon Mandrell**

**Presentation:**

The College has been engaged in mutually supportive discussions with Dixon Community Unit School District No. 170 regarding the use of farmland owned by the School District located on Brinton Avenue in Dixon by the College’s Agriculture Program for the purpose of operating non-livestock educational services as part of dual-credit curriculum available to high school students, credit programs offered by the College, and non-credit adult education provided by the College. Monies generated via the use of this farmland will be divided by Sauk and the Dixon School District.

**Recommendation:**

The administration recommends the Board approve the attached Intergovernmental Agreement by and between Dixon Unit School District #170 & Sauk Valley Community College.

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

Dixon Unit School District #170 & Sauk Valley Community College

(Joint Use of Facilities at Brinton Ave)

THIS AGREEMENT is made this 28th day of February, 2018, between the Board of Community College District #506 a/k/a Sauk Valley Community College (“College”) and Dixon Community Unit School District No. 170 (“School District”) in the exercise of their intergovernmental cooperation powers under the Illinois Constitution, the Illinois Governmental Cooperation Act, and their respective authority under the Illinois Community College Act and Illinois School Code, respectively.

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government, such as the College and School District, to contract and otherwise participate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) further provides that any powers, privileges, or authority exercised by or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) further provides that any one or more units of local government may contract to perform any governmental service, activity, or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement for their mutual best interest for the provision of education services, in particular operation of an Agricultural program serving their respective students and residents.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AGRICULTURE LAND USE AND PROGRAMMING.

A. Educational Agricultural Activities. The School District hereby grants permission to the College to use farmland owned by the School District and located on Brinton Ave in Dixon, Lee County Illinois, (“Property”) for the purpose of operating non-livestock educational services related to Agriculture Education. This permission shall expressly include the right to farm designated areas of the Property, in conjunction with such Agriculture Education, as part of dual-credit curriculum available to high school students, credit programs offered by the College, and non-credit adult education provided by the College. Operation of such programs shall be at no cost to the School District.

B. Scheduling and crops. During the term of this Agreement, the College shall coordinate the selection of crops, timing of inputs and harvest, and approximate intended acreage to be used with the Superintendent of School District (“Superintendent”) or her designee by no later than March 1st of the then-current year.

C. Agriculture Equipment & Supplies. The College shall be solely responsible for acquisition of all supplies, including any and all necessary seed inputs, fertilizer, or other such materials necessary for operation of the programming. The College shall also be responsible for acquiring all equipment necessary to facilitate the Agricultural Educational programming conducted at the property, including but not limited to use of any necessary farm implements.

D. Environmental. The College shall annually, but in no event later than March 1st of the then-current year, provide to the School District a full and complete written field plan. All pesticides, fertilizers and any other such chemicals that will be necessary to treat environmental conditions at the Property will be reported to the School District prior to application and a final report will be submitted to the School District after the growing season.

2. CROP SALES. The parties agree that the College shall, at appropriate times, be responsible for arranging the sale of any crops generated on the Property, as a result of the Agriculture Education programming operated thereon. To the extent monies are generated from such sales, Superintendent, or her designee shall meet annually with President of the College (“President”) or his designee to agree on the manner of division. If no such agreement is reached, then the College shall first be reimbursed any input costs incurred for the planting of such crops and the balance then divided equally between the parties for use in each respective entity’s educational services.

3. GENERAL

A. Access. The College shall have reasonable access to the Property during the term of the Agreement as may be deemed necessary for provision of Agriculture Education.

B. Dispute Resolution. To the extent a material dispute arises between the parties related to this Agreement, the parties agree to first meet and discuss. If discussion does not resolve the material dispute, then the president/chair of each governing body (“Board”) shall meet and attempt to resolve the dispute. Upon conclusion of all such meetings, if the dispute remains, the parties reserve the right to proceed in any court of competent jurisdiction.

C. Background Checks. The College shall, to the extent required by law, undertake the acquisition of any necessary criminal background checks for individuals involved in provision of services on the Property and provide the results to the School District.

D. Property Maintenance. The School District shall retain responsibility for all property maintenance on the Brinton Ave Property unrelated to the designated agricultural programming.

4. INSURANCE

A. Liability limits. Both Parties shall maintain insurance at all times during the term of this Agreement. This expressly includes Commercial General Liability Insurance covering bodily injury, personal injury, and property damage limits of not less than $2,000,000 per occurrence, written on an occurrence basis, and at all times naming the other party to this Agreement, its public officials, employees, volunteers and agents as additional insureds.

B. Self-insurance. In the event that any party is self-insured, a member of an intergovernmental pool, or provides for its risk financing by a means other than commercial insurance, those parties shall keep in force at all times during the term of this Agreement General Liability coverage, specifically including bodily injury, personal injury and property damage limits of not less that $1,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to each party to this Agreement, its public officials, employees, volunteers, and agents.

C. Certificates of insurance. Upon request of the other party, a party shall furnish certificates of insurance to the other and/or maintain coverage in place as required herein, which shall include a 90-day notice of cancellation or reduction in limits. The policy and/or coverage shall also contain a “contractual liability” clause.

5. INDEMNIFICATION

Each party to the Agreement shall indemnify, save, defend and hold harmless the other party and its officers, elected officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs and expenses, including reasonable attorney’s fees which the other party(s) and for which their officers, officials, volunteers, employees and agents may become obligated by reasons of any accident, injury or death of persons or loss of or damage to property, arising indirectly or directly in connection with or under, or as a result of, this Agreement by virtue of any act or omission of any individual party and/or its officers, officials, volunteers, employees and/or agents.

6. DISCRIMINATION PROHIBITED

Each party hereby agrees to operate its programs free from unlawful discrimination based upon race, color, religion, sex, national origin, age, sexual orientation, veteran status, marital status, or physical or mental handicap, in accordance with state and federal law.

7. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, commencing January 1, 2018, and continuing thereafter until December 31, 2023, unless terminated prior to that date by mutual agreement or pursuant to notice as set forth below. The term of this Agreement will be automatically extended for an additional five (5) year period after the initial term unless either party notifies the other not less than ninety (90) days prior to the termination date of its desire not to extend the Agreement. In addition to the notice set forth herein, either party may terminate the Agreement by the provision of six (6) months notice to the other party, by service of formal written notice on the head of the other public body. If such notice is given, the provisions of Section 2, related to division of crop sale proceeds, shall remain in effect until all crops grown during the term of the Agreement have been sold.

8. EFFECTIVE DATE

This Agreement shall commence in full force and effect upon approval by both of the parties hereto by their respective Board in the manner provided by the law and execution of this Agreement. Copies of the minutes, showing authorization, shall be provided to the other party upon request.

9. BINDING EFFECT

Each party to this Agreement at the time of execution deems this Agreement fully legal and enforceable and it shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto. However, neither the School District nor the College shall have the right to assign this Agreement without the prior written consent of the other party hereto.

10. MISCELLANEOUS

A. Waiver. Waiver of either party of a breach of any term, covenant, or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition.

B. Governing law. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Illinois.

C. Duplicates. This Agreement shall be executed in multiple counterparts or duplicate originals, each which shall constitute and be deemed as an original.

D. Integrated agreement. Except as specified herein, this Agreement contains the entire agreement of the parties and is expressly intended to supersede any prior or other written or oral agreements or understandings.

E. Amendment. This Agreement may only be altered, modified, or amended only upon the written consent and agreement of both parties hereto and duly adopted as required by law.

This Agreement is executed in duplicate originals by the authorized officers of each of the respective parties hereto, fully authorized by their respective governing bodies, the date and year set forth below,

BOARD OF COMMUNITY COLLEGE DISTRICT #506 DIXON COMMUNITY UNIT SCHOOL

DISTRICT NO. 170

BY: BY:

CHAIR PRESIDENT

ATTEST: ATTEST: SECRETARY SECRETARY

DATED: DATED: