

**INTERGOVERNMENTAL AGREEMENT BETWEEN
WOOD DALE SCHOOL DISTRICT NO. 7
(HEREINAFTER REFERRED TO AS "SCHOOL DISTRICT")
AND WOOD DALE PARK DISTRICT
(HEREINAFTER REFERRED TO AS "PARK DISTRICT")**

RECITALS

This agreement is entered into between the Wood Dale School District No. 7 and the Wood Dale Park District pursuant to the Constitution of Illinois and the Illinois Intergovernmental Cooperation Act. The School District and the Park District are hereinafter sometimes jointly referred to as the "Parties."

WHEREAS, the School District and the Park District are each "units of local government" and the School District is a "school district" as defined under Article VII, Section 10 of the Illinois Constitution of 1970, and are each "public agencies" as defined in Section 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/5; and

WHEREAS, the School District and the Park District propose to cooperate in providing Summer Camp field trip transportation to children who are enrolled in the Summer Camp program through the Park District.

WHEREAS, the School District and the Park District propose to cooperate, to share their resources, and to provide such service on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of their mutual promises and covenants herein the parties agree as follows:

**SECTION I
ADMINISTRATION AND FINANCE**

1. The cooperative agreement is bus services from the School District for the Park District's Summer Day camp program.

2. The School District will provide to the Park District one bus and one driver for each weekly field trip. There will be nine field trips throughout the duration of the program. Services shall be provided weekly on Wednesdays, beginning on Wednesday, June 12, 2019 and concluding on, August 7, 2019. At least 30 days prior to the conclusion of this Agreement, the Parties will evaluate the program for possible continuation of future program operation; however, the program shall not be continued, and this Agreement shall not be renewed or extended beyond August 7, 2019, unless an extension is mutually agreed upon in writing by the parties.

3. The Park District will provide the School District with a list of weekly field trip locations, directions, departure and arrival times and a contact person for day of the field trips.

4. The School District will charge the Park District for driver's cost at \$33.25 per hour.

5. The Park District will be responsible for gas expenses, reasonable wear and tear and tolls incurred in each field trip in an amount mutually agreed upon by both parties.

6. The field trip participants will be returned to the Park District no later 3:30pm on any field trip date, subject to traffic or other conditions outside of the School District's reasonable control.

7. Field Trip pick up and drop off will happen at the Park District's Recreation Complex main entrance.

8. The Park District shall be responsible for all childcare functions of the Summer Camp program, including but not limited to:

- a. Child supervision and safety
- b. Child injury or illness
- c. Timeliness
- d. Communicating issues/Tardiness
- e. Behavior management
- f. Communication with parents and guardians

SECTION II INDEMNIFICATION AND INSURANCE

1. Insurance and Indemnification

Park District shall obtain and keep in force, during the term of the Agreement, for the protection of the Park District and School District, Commercial General Liability Insurance or equivalent coverage through participation in a self-insured intergovernmental risk management pool and, if necessary, excess or commercial umbrella insurance with limits of not less than \$2,000,000 each occurrence and not less than \$2,000,000 in the aggregate. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Park District shall name the School District and, its Board of Education, its officers, officials, employees, agents and volunteers as additional insureds (per CG 2010) on its respective CGL policy. Such coverage shall not cover negligent acts or omissions of the School District.

School District shall obtain and keep in force, during the term of the Agreement, for the protection of the Park District and School District, Commercial General Liability Insurance or equivalent coverage

through participation in a self-insured intergovernmental risk management pool and, if necessary, excess or commercial umbrella insurance with limits of not less than \$2,000,000 each occurrence and not less than \$2,000,000 in the aggregate. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). School District shall name the Park District and its officers, officials, employees, agents and volunteers as additional insureds (per CG 2010) on its respective CGL policy. Such coverage shall not cover the negligent acts or omissions of the Park District.

Park District shall obtain and keep in force, during the term of the Agreement, Workers' Compensation Insurance covering all personnel hired and employed by the Park District for the Program. School District shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Both parties will provide certificates of insurance evidencing required coverages and limits of coverage not less than fourteen days prior to the inception date of the Agreement.

The Park District shall indemnify and hold harmless the School District and its officers, officials, employees, volunteers and agents from and against all liability claims, suits, judgments, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the Park District, including its officers, officials, employees, agents and volunteers (collectively "the Park District"), except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The School District shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers, and agents from and against all liability claims, suits, judgments, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the School District, including its officers, officials, employees, agents, and volunteers (collectively "the School District"), except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party of person described in this Paragraph.

**SECTION III
DURATION, TERMINATION AND AMENDMENT**

1. This agreement shall commence on the date specified in Section 1.2 and may be terminated with or without cause by either the School District or the Park District giving 30 days prior written notice to the other Party.
2. This Agreement may be amended by the written approval of both Parties.
3. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, 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.
4. Any notice required or permitted to be given to either Party under this Agreement shall be effective upon deposit in the United States mail, postage prepaid, addresses as follows:

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| Notice to the School District | John Corbett, Superintendent of Schools 543 N. Wood Dale Road School District #7 Wood Dale, IL 60191 |
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| Notice to the Park District | Matthew Ellmann, Executive Director Wood Dale Park District 111 E. Foster Avenue Wood Dale, IL 60191 |
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In witness whereof, the Parties have caused this Agreement to be executed by their duly designated officials, pursuant to a proper resolution of their respective governing bodies.

WOOD DALE SCHOOL DISTRICT NO. 7

WOOD DALE PARK DISTRICT

BY: _____
President

BY: _____
President

ATTEST: _____

ATTEST: _____

Date: _____

Date: _____