

**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 School District and the Park District pursuant to the Constitution of Illinois and the 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 "school district" as defined under Article VII, Section 10 of the Illinois Constitution of 1970, and are each "public agencies" as defined in the Intergovernmental Cooperation Act, Section 5 ILCS 220/1; and

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

WHEREAS, the School District will provide to the Park District one bus and one driver for three field trips during the duration of the program, and transportation to and from The Beach Water Park from the Recreation Complex and The Woodlands at White Oaks Park three times each week.

WHEREAS, the School District and the Park District propose to cooperate, to share their resources 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 for bus services from the School District for the Park District's Summer Day camp program, including three field trips and swim shuttles for two camps three times each week. More than one trip may be needed for each destination to allow for social distancing.

2. Swim Shuttle Services shall be provided weekly on Mondays, Wednesdays, and Fridays beginning on Monday, June 14, 2021 and concluding on, Friday, August 6, 2021, with the exception of Monday, July 5).

3. The Park District will provide the School District with the trip location, directions, departure

and arrival times and a contact person for day of the field trip and swim shuttles.

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

5. The School District will charge the Park District for the cost of driver(s) at \$34.25 per hour

6. The field trip participants will be returned to the Park District no later 3:30pm on field trip days.

7. Field Trip and Swim Shuttle pick up and drop off will be at The Recreation Complex at 111 E. Foster and/or The Woodlands at White Oaks Park, 111 S. Wood Dale Road. On field trip days one group will go to The Beach and the other on the field trip.

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
- g. Personal Protective Equipment for campers and staff, if needed.

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 officers, officials, employees, agents and volunteers as additional insureds (per CG 2010) on its respective CGL policy. Such coverage shall not cover the negligence 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. 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 negligence 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 out of any auto owned, hired and non-owned autos. Business auto insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage to that provides 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:

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: _____