

**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 governing body of the School District is the administrative agent of the after school program (Extended School Program) at Westview Elementary School, Wood Dale, Illinois.

WHEREAS, the School District and the Park District propose to cooperate in providing quality programming and supervision for children who are enrolled in the School District and require supervision before and after the regular school day and on days off of school; and

WHEREAS, the day-to-day implementation of the Extended School program has been delegated to Wood Dale Park District by the administrative agent.

WHEREAS, the School District and the Park District propose to cooperate in a program to utilize their resources and facilities and to increase the capabilities 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 Program (hereinafter the "Program") shall be known as the Extended School Program.

2. The Program's purpose shall be to provide an after school recreational, educational, and enrichment-based program for children who are enrolled in the School District.

3. The Program shall begin on Monday, August 20, 2018 and conclude on the final full-day of school, June 3, 2019. At least 60 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 June 3, 2019, unless the school year is extended for any reason, or an extension is mutually agreed upon in writing by the parties.

4. Enrollment in the Program at Westview Elementary School shall be open to all School District students who are enrolled in third through fifth grade.

5. The Program will be conducted after school (3:30p.m. – 6:30p.m.).

6. Full-day and half day leisure programs will be provided on school holidays, vacations and institute days at facilities scheduled and operated by the Park District

7. The School District will provide a gymnasium, two to three times a week and a large classroom (cafeteria) daily, to meet the needs of the number of students at the site.

8. The School District will provide a monthly school calendar highlighting the days the program cannot meet in the regularly designated area. Monthly calendars will be received two weeks prior to the beginning of each month.

9. The School District will provide a DVD/VCR player and television when outdoor play is not an option due to inclement weather. Access to the internet in the building will be allowed by the District for program-related use only.

10. The School District will provide a secure space for storage of equipment and supplies. The Park District will be responsible for securing its equipment and supplies, at its sole risk of loss, in the space identified by the School District.

11. The School District will provide an alternative space in the building in the event of special school activities.

12. The Park District will provide the School District with a list of students enrolled in the Program.

13. The Park District shall designate a chief administrator for the Program. The chief administrator shall be a salaried employee of the Park District and shall be responsible for the day-to-day administration of the Program.

14. The Park District shall set, bill, collect and retain student fees and be responsible for the expense of operating the program unless otherwise stated herein.

15. The Park District shall hire and employ all personnel working in the Program, including a Site Supervisor. The Site Supervisor will communicate with the School District personnel regarding any potential program needs (i.e., maintenance or custodial issues). All employees assigned by the Park District to the Program will undergo and complete a fingerprint-based criminal background check prior to being assigned to the Program. No person convicted of any offense identified in 105 ILCS 5/10-21.9 shall be assigned by the Park District to the Program.

16. The School District will furnish all facilities, equipment, utilities, building maintenance and all custodial services required to be furnished by the School District under this Agreement at no cost to the Park District.

17. The Park District shall be responsible for all day-to-day functions of the Program, including but not limited to:

- a. Student registration.
- b. Student billing and fee collections.
- c. Hiring, training, supervision, discipline and termination of personnel.
- d. Employee payroll and benefits.
- e. Purchasing of program supplies and equipment.
- f. Any other general administrative functions as determined by the chief administrator in his or her sole discretion.

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 \$1,000,000 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). 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 \$1,000,000 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.

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.

2. Alternative Dispute Resolution

All parties expressly agree that, in the event a claim or demand is made against more than one party or more than one party to this agreement is named as defendant and to which the previously stated indemnity agreement does not apply or is disputed, within 60 days after notice or service of said claim or demand is made or at another time mutually agreed upon by the parties, the so named

parties may submit to an alternative dispute resolution/arbitration process. Such a process must be mutually agreed to by the parties. If such a process is elected by the Parties, the process shall decide the issues of relative culpability/contribution amongst alleged joint tortfeasance and the manner in which all costs, fees, compensation, damages, and other like charges shall be distributed/allocated amongst the parties in the defense, settlement and trial of such claim or action and shall be binding upon the parties in privity to this agreement without waiving any party's right to utilize and assert any statutory or common law defense in the underlying third party claim or action.

**SECTION III
DURATION. TERMINATION AND AMENDMENT**

1. This agreement shall commence on the date specified in Section 1.3, and may be terminated with or without cause by either the School District or the Park District giving 90 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: _____