

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
OAK PARK ELEMENTARY SCHOOL DISTRICT 97
AND THE PARK DISTRICT OF OAK PARK
REGARDING RENOVATION
OF THE PERCY JULIAN AND GWENDOLYN BROOKS
MIDDLE SCHOOL PLAY FIELDS

THIS AGREEMENT (“*Agreement*”) is entered into as of _____, 2015, (the “*Effective Date*”) between Oak Park Elementary School District 97, an Illinois public school district, (“*District 97*”) and the Park District of Oak Park, an Illinois park district (the “*Park District*”);

R E C I T A L S:

WHEREAS, the Park District and District 97 desire to improve the two District 97 play fields at Percy Julian Middle School (“*Julian*”) and Gwendolyn Brooks Middle School (“*Brooks*”) with synthetic turf sports fields and related elements(the “*Sports Fields*”); and

WHEREAS, the Sports Fields will contribute significantly to the programming needs of the Park District and District 97, as described in Section 2 of this Agreement; and

WHEREAS, the Park District and District 97 desire that the Park District construct and maintain the Sports Fields, as provided in this Agreement; and

NOW, THEREFORE, District 97 and the Park District agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Agreement as substantive findings of District 97 and the Park District.

Section 2. Background and Community Benefit. The Park District and District 97 have a history of successful partnerships on a variety of projects and other matters, and especially with the use and maintenance of sports fields throughout District 97’s school system. The Park District and District 97 have comprehensive intergovernmental agreements for Park District maintenance of District 97’s sports field and for the Park District’s use of District 97’s fields, gymnasiums, and other indoor spaces. The Park District, District 97, and community groups collaborated successfully on open space improvements including an all-weather synthetic turf field at Irving School.

The athletic fields at Julian and Brooks suffer from significant wear and tear due to the large student populations at each school and heavy use of the fields. During inclement weather the fields routinely are unavailable for play. As a result, the fields cannot be programmed for use to the degree of comparable fields in the Village.

The Park District desires to expand the inventory, and improve the quality, of sports fields in Oak Park after the Park District's 2012 Athletic Field Study illustrated the huge demand on sports fields within the Village and the lack of opportunities to add additional fields. The Park District field study recommends the use of all-weather synthetic turf fields as one way to increase quality, expand the number of useable hours, and reduce wear on grass fields. The addition of an all-weather synthetic turf field and sports lighting at Julian and an all-weather synthetic turf field at Brooks will be a very significant step toward meeting the demand for quality outdoor fields.

District 97 desires to improve the quality of the two outdoor fields at Julian and Brooks. Those fields are used by the schools for physical education and sports programs, as well as place for students to congregate during lunch breaks. Constructing all-weather surfaces on those fields will substantially increase the amount of time students can engage in beneficial outdoor play, both during and outside of school hours.

Section 3. Construction of Sports Fields. The Park District and District 97 will design the Sports Fields. The Park District will contract for, undertake, and manage all elements of the construction of the Sports Fields, at the shared expense of the Park District and District 97 and from fundraising. The final plans and specifications for the Sports Fields will be generally consistent with the plans and specifications attached to this Agreement as Exhibit A (the "*Sports Field Plans*"). The Park District will construct the Sports Fields in compliance with the final plans and specifications (the "*Approved Project Plans*"). Any changes to the Approved Project Plans will require the approval of both the Park District and District 97.

Section 4. Communications; Reports.

A. Pre-Construction Meetings. Park District and District 97 staff will meet weekly between the Effective Date until commencement of work at either Brooks or Julian, to discuss project matters such as design, funding, timing, bidding, award, project management, and similar matters.

B. Meetings During Construction. The Park District and District 97 staff will meet at least twice each month during construction, to provide status reports on project progress and related matters.

C. Communications with Boards. The Park District and District 97 will jointly prepare and deliver status reports at least monthly to the Board of Commissioners and Board of Education, to report on the progress of construction and any other matters related to this Agreement.

D. Communications with Donors. The Park District and District 97 jointly will provide periodic status updates to Fundraising donors and others as they determine.

Section 5. Costs; Allocation of Payments; Timing.

A. Estimated Total Costs. The Park District and District 97 estimate that the cost of the two Sports Fields—including all-weather synthetic turf, ball diamond improvements such as backstops and player and spectator seating, and lights at the Julian Sports Field—will cost \$925,000 for Julian and \$550,000 at Brooks, for a total estimated cost of \$1,475,000 (the “*Total Estimated Construction Cost*”).

B. Park District Share of Costs; Payments. The Park District will pay \$925,000 of the Total Estimated Construction Cost.

C. District 97 Share of Costs; Payments. District 97 will pay \$300,000 of the Total Estimated Construction Cost to the Park District within five business days after commencement of construction at either Brooks or Julian.

D. Fundraising. The Park District and District 97 have raised \$250,000 from community organizations toward the construction costs of the Sports Fields (“*Fundraising*”). If any part of these funds are not received, then the Park District and District 97 will undertake further Fundraising.

E. Extra Costs. In the event the Park District and District 97 anticipate there will be extra costs that could not be derived through fundraising then a representative from both parties will meet to determine how extra costs will be paid and or project modifications (value engineering) will occur.

Section 6. Sports Field Maintenance, Repairs, Renovation; Replacement.

A. General Maintenance and Repair. The Park District will undertake field maintenance and extraordinary repairs for the Sports Fields as provided in the intergovernmental agreement between the Park District and District 97 titled “An Intergovernmental Agreement Between Oak Park Elementary School District 97 And The Park District Of Oak Park Regarding Sports Field Maintenance” and dated November 20, 2014 (the “*Sports Field Maintenance Agreement*”).

B. Major Repairs, Renovation; Replacement. To the extent terms for major repairs or substantial renovation are not provided in the Sports Field Maintenance Agreement, District 97 and the Park District will share the cost of major repairs or substantial renovation of the Sports Fields required (1) as a result of unusual wear and tear caused by a condition of the synthetic turf or the subsurface (whether a flaw, workmanship defect or failure, or similar matter) or (2) damage to a Sports Field from an extraordinary source such as, for examples, a fallen tree, an earthquake, an extreme weather event, or vandalism. Also, District

97 and the Park District acknowledge that the life expectancy of synthetic turf is approximately 10 to 12 years. District 97 and the Park District will share equally the cost of replacing synthetic turf when it has reached the end of its useful life.

Section 7. Sports Field Scheduling; Park District Priority of Use.

A. Scheduling Responsibility. The Park District has full responsibility at all times for scheduling the use of the Sports Fields. The Sports Fields will be scheduled for use by the Park District and its affiliates during the following time periods:

- (1) When school is in session:
 - (a) Every weekday beginning at 5:00 p.m.
 - (b) Saturday and Sunday every week from 8:00 a.m. until 9:00 p.m.
- (2) When school is not in session: Every day from 8:00 a.m. until 9:00 p.m.

Brooks and Julian students and others as determined by District 97 will have priority use of the Sports Fields at times not listed above and as provided in Subsection C of this Section.

C. Priority of Use for Julian. The Park District has priority of use of the Julian Sports Field for its programs and activities during the times listed in Subsection A of this Section, and scheduling of the Sports Fields by the Park District will reflect that priority.

D. Monthly School Days. Brooks and Julian each may reserve its Sports Field from time to time for its exclusive use up to one day each month during the school year. Brooks and Julian must use the Park District's scheduling process to make the reservations and must give the Park District reasonable advance notice of a reservation so that the Park District can reschedule or relocate a conflicting use of the Sports Field. The Park District must give a Brooks or Julian reservation request priority over all other use of the Sports Field so long as the Park District receives reasonable advance notice of the reservation request.

Section 8. Insurance Coverage. District 97 and the Park District each will maintain its standard general liability and other insurance coverage. The Park District will identify the Julian Sports Field to its insurer as a facility to which that insurance must apply.

Section 9. Indemnity.

A. Indemnity by Park District. The Park District will indemnify and save, and hold harmless, District 97 from any and all liability, damage, reasonable

expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Sports Field that arises out of any negligent act or omission of the Park District, including its officials, officers, employees, volunteers, and agents. District 97 agrees that, in the event any claim is asserted or any action brought to recover any such damage, District 97 will give immediate notice thereof in writing to the Park District and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Park District. District 97 agrees to notify the Park District in writing by delivery to the Park District within five business days and by telephone immediately after District 97 receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by District 97. District 97 will indemnify and save, and hold harmless, the Park District from any and all liability, damage, reasonable expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Sports Field that arises out of any negligent act or omission of District 97, including its officials, officers, employees, volunteers, and agents and, specifically, but not by way of limitation, including staff and employees of Julian Middle School. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give immediate notice thereof in writing to District 97 and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by District 97. The Park District agrees to notify District 97 in writing by delivery to District 97 within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

Section 10. Reliance and Representations. The Park District and District 97 each represent that it will cooperate with the other in all reasonable ways on matters related to the work on the Sports Fields. Neither the Park District nor District 97 will take any action that prohibits or hinders commencement or completion of the work.

Section 11. Term. This Agreement is for a term commencing on the Effective Date and expiring on May 31, 2035 (the “*Term*”).

Section 12. Validity. If any of the rights, restrictions, agreements, or covenants created by this Easement Agreement would otherwise be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) any rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then those rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last

survivor of the now living lawful descendants of the Barack Hussein Obama II, current President of the United States.

Section 13. Assignment Prohibited. Neither District 97 nor the Park District may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other party.

Section 14. General Provisions.

A. Notices. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices will be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (a) actual receipt; or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (b) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to District 97 must be addressed to, and delivered at, the following address:

Oak Park Elementary School District 97
c/o Superintendent
970 Madison Street
Oak Park, Illinois 60302

Notices and communications to the Park District must be addressed to, and delivered at, the following address:

Park District of Oak Park
c/o Executive Director
218 Madison Street
Oak Park, Illinois 60302

B. Entire Agreement. This Agreement constitutes the entire agreement between District 97 and the Park District with respect to the Sports Field and the other matters address in this Agreement, and this Agreement supersedes any and all prior agreements and negotiations between District 97 and the Park District, whether written or oral, relating to the subject matter of this Agreement.

C. Amendments and Modifications. This Agreement may not be amended or modified in any way except in writing and approved and executed by District 97 and the Park District in accordance with all applicable statutory procedures.

D. No Waiver, Enforcement. The failure by a party to insist on strict performance of any provision or right under this Agreement in any one or more instances will not, and may not, be construed as a waiver in any subsequent instance of any such covenant, warranty, condition or rights, but the same shall be and remain in full force and effect.

WHEREFORE, the Park District and District 97 have executed this Agreement by their duly authorized representatives as of the Effective Date.

PARK DISTRICT OF OAK PARK

By: _____
Its: _____

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

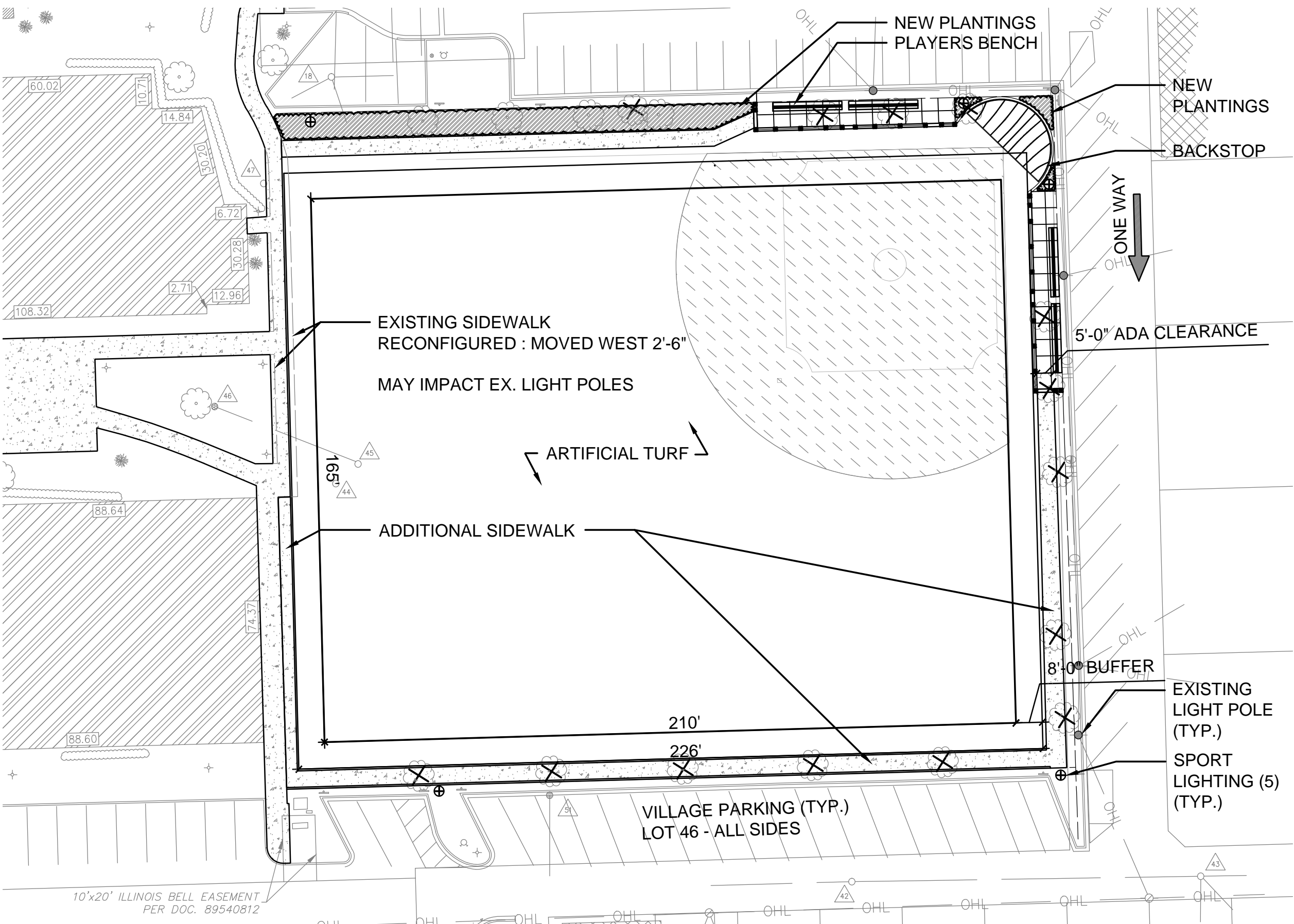
By: _____
Its: _____

EXHIBIT A

SPORTS FIELDS PLANS

[see attached pages]

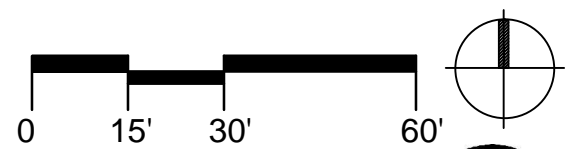
DRAFT



JULIAN

BASEBALL FOUL LINES: 188'

MAX. SOCCER FIELD DIMENSIONS:
213' x 165'
(PLUS 8' BUFFER AREA ALL SIDES)

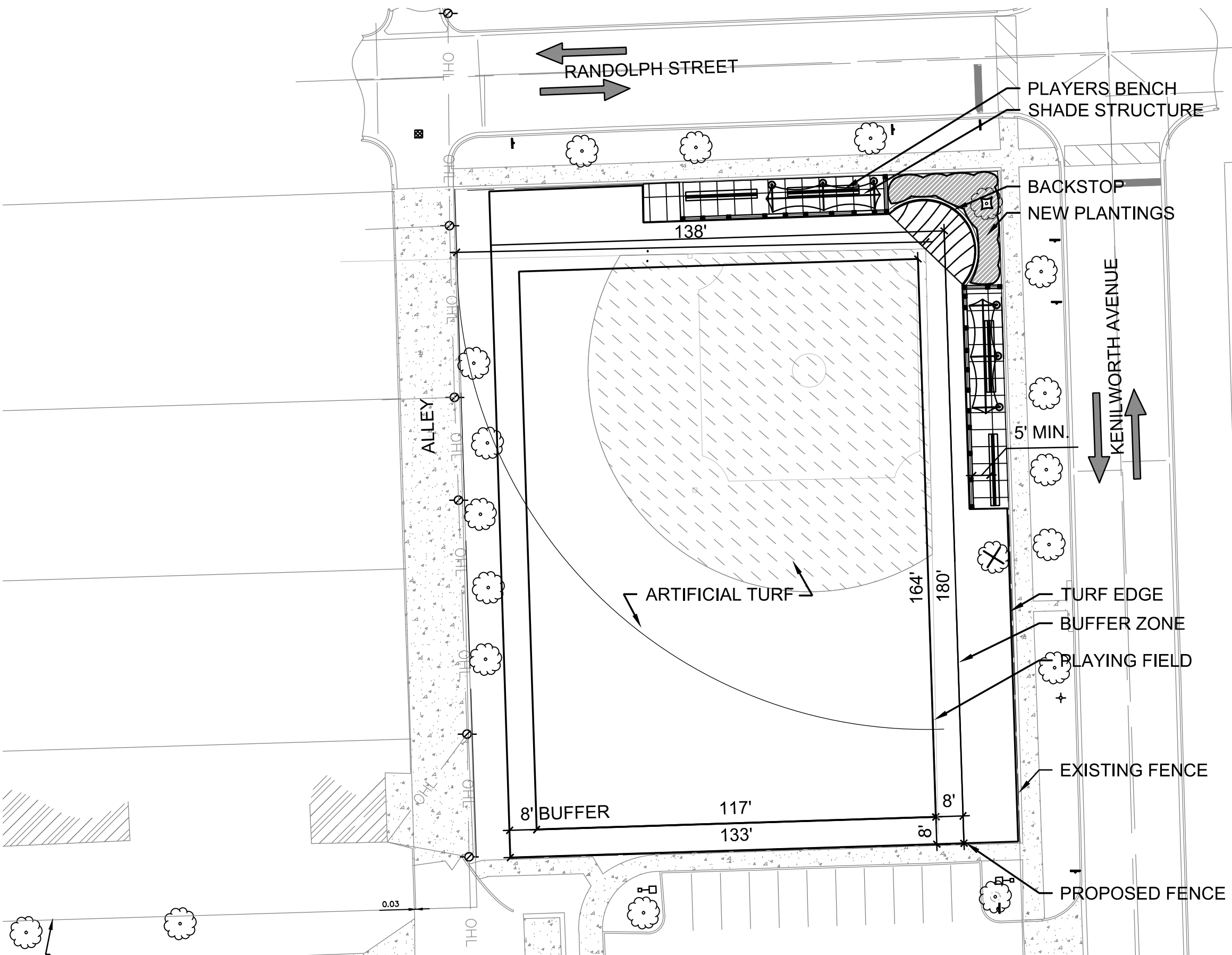


JULIAN MIDDLE SCHOOL ARTIFICIAL TURF FIELD DRAFT CONCEPT PLAN

Altamanu Inc.
landscape architecture + urban design + planning



April 10, 2015

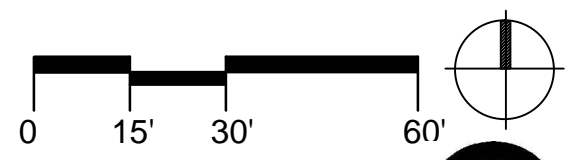


BROOKS

BASEBALL FOUL LINES: 138'

MAX. SOCCER FIELD DIMENSIONS:
164' x 117'
(PLUS 8' BUFFER AREA ALL SIDES)

BROOKS MIDDLE SCHOOL ARTIFICIAL TURF FIELD DRAFT CONCEPT PLAN



Altamanu Inc.
landscape architecture + urban design + planning



April 10, 2015