

AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN OAK PARK ELEMENTARY SCHOOL DISTRICT 97  
AND THE PARK DISTRICT OF OAK PARK  
REGARDING RECONSTRUCTION, MANAGEMENT, SCHEDULING,  
USE, AND MAINTENANCE OF THE IRVING SCHOOL PLAY FIELD

THIS AGREEMENT (“*Agreement*”) is entered into as of March \_\_\_\_, 2013, (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, District 97 seeks to reconstruct the play area at its Washington Irving School (the “*Reconstruction Project*”), to create, among other elements, a new playground area and a synthetic turf play field (the “*Play Field*”); and

WHEREAS, District 97 has funds of its own to contribute to the Reconstruction Project and District 97 has pledges of additional funds from other sources, but District 97 seeks the Park District as a partner in the Reconstruction Project and in the management, scheduling, use, and maintenance of the Play Field; and

WHEREAS, the Park District desires to partner with District 97 by contributing substantial funds for the Reconstruction Project and by taking responsibility for scheduling, use, and maintenance of the Play Field so that the Park District will have priority use of the Play Field for its programs and activities; and

NOW, THEREFORE, in consideration of the Park District’s funding contribution for the Reconstruction Project and agreement to manage, schedule, and maintain the Play Field as provided in this Agreement, and in consideration of District 97’s determination to undertake the Reconstruction Project, create a partnership with the Park District, and grant priority use of the Play Field to the Park District as provided in this Agreement, and for other consideration the value and receipt of which are acknowledged by District 97 and the Park District, 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. Reconstruction Project. District 97 will design, contract for, and undertake the Reconstruction Project. The Reconstruction Project design

will be essentially the same as design depicted in the plans and specifications for the Reconstruction Project attached to this Agreement as Exhibit A (the “*Design Plans*”). If District 97 makes any material revisions to the Design Plans, then District 97 will provide a copy of the revised plans promptly to the Park District for its review and approval. The Park District will review the revised plans promptly and approve them or give any comments about them to District 97. The Park District’s approval will not be unreasonably delayed or withheld. Once a set of revised plans have been finalized and approved by both District 97 and the Park District, those revised plans will be treated as the Design Plans.

Section 3. Park District Funding Contribution; Funding Process. The Park District will contribute one-half the cost of the Reconstruction Project, up to a maximum of \$220,000. The Park District will confer with District 97 about when and how installment payments or a lump-sum payment of the Park District’s funds will be provided. Park District funds will be provided after (a) District 97 has entered into contract with a general contractor for the Reconstruction Project and has issued a notice to proceed to the general contractor, (b) all third-party donated funds have been applied to the project, and (c) construction of the Reconstruction Project is at least 25 percent complete. District 97 will provide the Park District from time to time with reasonable documentation of the costs of the Reconstruction Project as it continues.

Section 4. Play Field Maintenance, Major Repairs, Renovation.

A. General Maintenance and Repair. After approval of the Play Field by District 97 and the Park District, which approval must be given before final approval and payment to the general contractor, the Park District will assume all day-to-day general care and maintenance responsibility for the Play Field. The Park District will undertake that general care and maintenance in the same manner as, and at the same level as, the general care and maintenance the Park District undertakes on its own play fields.

B. Required Annual Maintenance. In addition to the general care and maintenance of the Play Field, the Park District will perform, with its forces or with contracted forces, the required annual maintenance of the synthetic turf of the Play Field.

C. Major Repairs, Renovation. District 97 and the Park District will share the cost of major repairs or substantial renovation of the Play Field required 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 the Play Field from extraordinary sources

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

Section 5. Play Field Scheduling; Park District Priority of Use.

A. Scheduling Responsibility. The Park District will have full responsibility for scheduling the use of the Play Field in general for all times other than use of the Play Field by Washington Irving School students and specifically for the following time periods: for the programs and activities of the Park District and its affiliates:

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

B. Priority of Use. The Park District has priority of use of the Play Field for its programs and activities, and the scheduling will reflect that priority. The Park District will apply its standard scheduling methods to the Play Field, including among other elements its P.A.C.T. and other affiliation agreements.

C. Monthly School Day. Washington Irving School may reserve the Play Field from time to time for its exclusive use up to one day each month during the school year. The School 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 Play Field. The Park District must give the School's reservation request priority over all other use of the Play Field so long as the Park District receives reasonable advance notice of the reservation request.

Section 6. 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 Play Field to its insurer as a facility to which that insurance must apply.

Section 7. 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 the Play 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 the Play 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 Washington Irving 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 8. Term. This Agreement is for a term commencing on the Effective Date and expiring on June 30, 2033 (the “*Term*”).

Section 9. 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 10. 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 West 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 Reconstruction Project, the Play 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: \_\_\_\_\_

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