

Longfellow
8/2032

AGREEMENT BETWEEN THE PARK DISTRICT OF OAK PARK
AND OAK PARK ELEMENTARY SCHOOL DISTRICT 97
REGARDING UNDERGROUND IRRIGATION AND USE
OF THE LONGFELLOW SCHOOL FIELD

THIS AGREEMENT ("*Agreement*") is entered into as of September ____, 2012, (the "*Effective Date*") between the Park District of Oak Park, an Illinois park district, (the "*Park District*") and Oak Park Elementary School District 97, an Illinois public school district ("*District 97*");

R E C I T A L S:

WHEREAS, District 97 is renovating the play field at its Longfellow School (the "*Longfellow Field*"), and District 97 desires assistance from the Park District with the installation of an underground irrigation system (the "*Irrigation System*") in Longfellow Field; and

WHEREAS, the Park District desires to use of Longfellow School at certain times for its programs and activities and is willing to assist District 97 with the Irrigation System by paying a portion of the cost of that system; and

WHEREAS, District 97 and the Park District agree that the Irrigation System will benefit students and others by keeping the Longfellow Field healthier and thus safer and more available for school and Park District programs and activities;

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. Installation of Irrigation System by District 97. District 97 will design, contract for, and install the Irrigation System (collectively the "*Installation*"). The Park District will assist District 97 with the Installation as requested by reviewing plans and giving advice regarding elements of the Irrigation System and the Installation.

Section 3. Reimbursement of Costs by Park District. After the Installation is completed, the Park District will reimburse District 97 for one-half of the costs of the Installation, up to a maximum of \$19,000 (the "*Park District Payment*"). District 97 must provide the Park District with an invoice for the Park District Payment, including reasonable documentation of the costs incurred by District 97

(the "Invoice"). The Park District will make the Park District Payment to District 97 within 10 business days after receipt of the Invoice.

Section 4. Maintenance of Irrigation System and Field. To assure the long-term functionality of the Irrigation System and quality of Longfellow Field, District 97 will undertake the following:

- A. Irrigation System Maintenance Agreement: District 97 will purchase a 10-year maintenance agreement either ^{with} ~~will~~ the contractor that installs the Irrigation System or another reputable irrigation system installation/maintenance company, which agreement must include routine inspections and repairs, Spring start-up, and Fall winterization of the Irrigation System.
- B. Regular Field Maintenance: District 97 will maintain Longfellow Field in good condition, including (i) routine watering, mowing, aerating, raking, and weed control and (ii) sod replacement as necessary.

Section 5. Longfellow Field Scheduling. The Park District will maintain a schedule for use of Longfellow Field that includes the following time periods for the programs and activities of the Park District and its affiliates:

- A. When school is in session:
- (i) Monday-Friday one hour after school dismissal.
 - (ii) Saturday and Sunday every week from 8:00 a.m. until 8:00 p.m. The school will be given four (4) weekend days per school year for school activities. These dates will need to be scheduled in advance with the park district.
- B. During Summers From End of Spring Term to Beginning of Fall Term:
Every day from 8:00 a.m. until 8:00 p.m.

Section 6. Park District Repair of Unusual Damage. The Park District will take reasonable care to prevent unusual damage to Longfellow Field. When a program or activity of the Park District or its affiliate causes damage to Longfellow Field beyond routine wear and tear, the Park District will promptly repair that damage. The Park District will cause the participants in the programs and activities of the Park District and its affiliates on Longfellow Field to comply with the Park District's Rules and Regulations.

Section 7. General Liability Insurance. The Park District will maintain its standard general liability insurance coverage and identify Longfellow Field as a facility to which that insurance must apply.

Section 8. 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 Longfellow 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 Longfellow Field that arises out of any negligent act or omission of District 97, including its officials, officers, employees, volunteers, and agents. 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 9. Term. This Agreement shall be for a term commencing on the Effective Date and expiring on August 31, 2032 (the "Term").

Section 10. Assignment Prohibited. Neither the Park District nor District 97 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 11. General Provisions.

A. Notice. 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:

c/o _____

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 the parties with respect to the Irrigation System, Longfellow Field, and the other matters address in this Agreement, and this Agreement supersedes any and all prior agreements and negotiations between the parties, 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: Jan Arnold
Its: Executive Director
Date: 11/1/2001

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

By: Albert N. Roberts
Its: Superintendent of Schools
Date: 11/1/2012