

**FOR DECISION**

**AGENDA ITEM:**

**November 13, 2012**

**SUBJECT: Park District Intergovernmental Agreements**

**MOTION:** That the Board of Education of Oak Park District 97 approve the two Intergovernmental Agreements with the Park District of Oak Park specific to the irrigation system at Longfellow School, up to a \$19,000 reimbursement, and the provision of 20 trees at the Beye, Holmes & Longfellow Schools as outlined in the memorandum to the Superintendent dated November 13, 2012.



# Oak Park Elementary School District 97

970 Madison ▪ Oak Park ▪ Illinois ▪ 60302 ▪ ph: 708.524.3000 ▪ fax: 708.524.3019 ▪ www.op97.org

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TO: Dr. Albert G. Roberts, Superintendent of Schools

FROM: Therese M. O'Neill, Asst. Supt. Finance & Operations

SUBJECT: Park District Intergovernmental Agreements – Trees & Irrigation

DATE: November 13, 2012

As previously discussed with the Board of Education, attached are the two intergovernmental agreements between District 97 and the Park District of Oak Park. One agreement is specific to the implementation of an irrigation system to the new field at Longfellow School, completed this past month, and the second is for the provision of 20 trees (primarily at Beye and Longfellow with one at Holmes) in conjunction with our playground upgrade work completed this summer at these three buildings. We will be seeking the Board's approval of these two agreements at Tuesday evening's Board meeting.

tmo  
attachments (2)

# Memo

**To:** Commissioner Jessica Bullock, Chair,  
Buildings and Grounds/Facility Maintenance Committee  
Board of Park Commissioners

**From:** Jan Arnold, Executive Director

**Date:** October 9, 2012

**Re:** Intergovernmental Agreements – D97 Trees

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## Statement

The Park District and D97 have long partnered on a number of fronts including the use of facilities and planting of trees.

## Discussion

In August, D97 contacted the Park District to determine if the District would be willing to fund the costs of purchase and installation of trees at some of the school sites that were recently renovated. The Park District has previously installed trees on school property and staff believes that installing the requested trees will benefit the overall community. Staff will work with D97 staff on the location of the trees to prevent negative impact to any field space the Park District may utilize.

Intergovernmental agreements have been prepared and have been reviewed and agreed upon by D97 staff.

## Conclusion

The Buildings and Grounds Committee recommend the approval of the D97 intergovernmental agreement for trees at various school locations. The twenty trees requested will cost approximately \$9,000, which includes installation and these funds will come from Building and Grounds 2012 budget.

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 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: 10/1/2001

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

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



AGREEMENT BETWEEN THE PARK DISTRICT OF OAK PARK  
AND OAK PARK ELEMENTARY SCHOOL DISTRICT 97  
REGARDING TREE PLANTING AND MAINTENANCE


THIS AGREEMENT ("*Agreement*") is made as of September \_\_\_\_, 2012, by the Park District of Oak Park, an Illinois park district, (the "*Park District*") and Oak Park Elementary School District 97, a Illinois public school district ("*District 97*").

Section 1. Tree Purchase and Planting by Park District. The Park District, at its expense, will purchase and plant 20 trees during the Fall 2012 planting season on the grounds of District 97's Beye, Holmes and Longfellow Schools. The trees will be planted in locations determined jointly by the Park District and District 97. The Park District will use its own crews or crews hired by the Park District. The Park District will undertake the work in a manner that attempts to minimize disturbance of the property around the tree-planting locations.

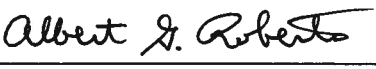
Section 2. Tree Ownership and Maintenance by District 97. District 97 will own each tree immediately after it is planted and, from commencement of ownership, will take full responsibility and accept all liability for each tree. District 97 will tend to each newly planted tree diligently, watering it and protecting it as appropriate to maximize the likelihood that the tree will remain healthy.

WHEREFORE, the Park District and the School District have executed this Agreement by their properly authorized representatives as of the date stated at the beginning of this Agreement.

PARK DISTRICT OF OAK PARK

By:   
Title: Executive Director

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

By:   
Title: SUPERINTENDENT