

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PUBLIC LIBRARY AND CHICAGO HOUSING AUTHORITY RELATING TO CARVER ELEMENTARY SCHOOL LIBRARY RENOVATIONS AND APPROVE ENTERING INTO A LEASE AGREEMENT WITH THE CHICAGO PUBLIC LIBRARY**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an Intergovernmental Agreement ("IGA") with Chicago Public Library and Chicago Housing Authority to undertake a project to renovate and improve the current school library at Carver Elementary and approve entering into a lease agreement with the Chicago Public Library to open the Chicago Public Library Branch at Wheatley Child Parent Center. The Chicago Public Library and Chicago Housing Authority have agreed to contributions of \$100,000.00 each; the Board of Education of the City of Chicago (the "Board") shall cover other necessary costs of the renovations as authorized in a separate Board Report. A written IGA and lease agreement are currently being negotiated. The authority granted herein shall automatically rescind in the event the agreements are not executed within 120 days of the date of this Board Report. Information pertinent to these agreements is stated below.

**AGENCY/TENANT:** Chicago Public Library  
400 S. State Street  
Chicago, IL 60605  
Mary Dempsey, Commissioner  
312-747-4090

**AGENCY:** Chicago Housing Authority  
60 E. Van Buren  
Chicago, IL 60605  
Linda Kaiser, Managing Director of Residence Services  
312-935-2620

**USER/LANDLORD:** Board of Education of the City of Chicago  
Chief Administrative Office  
125 S. Clark St., 5<sup>th</sup> floor  
Robert W. Runcie  
773-553-1500

**PROJECT DESCRIPTION:** The library renovations completed through this project will allow Carver Elementary School and surrounding schools and communities to better use the library, which shall be named the Chicago Public Library Branch at Wheatley Child Parent Center. Renovations shall bring the current library space up to current new construction standards, including the addition of computer workstations.

**THE INTERGOVERNMENTAL AGREEMENT ("IGA")**

**IGA TERM:** The term of this agreement shall commence on March 1, 2010 and shall terminate once each agency's contribution has been received and renovations are deemed complete by the Board. This agreement may have options to renew as mutually agreed upon by the parties.

**RESPONSIBILITIES OF PARTIES:** The Board shall be responsible for all planning and renovation activities. The Board, Chicago Housing Authority, and Chicago Public Library will collaborate in setting up the newly renovated space, the Chicago Public Library Branch at Wheatley Child Parent Center.

**CONTRIBUTION:** Chicago Public Library and Chicago Housing Authority have agreed to contributions of \$100,000.00 each. The Board shall cover other necessary costs of the renovations as authorized in a separate Board Report.

**FINANCIAL:** The Chicago Public Library and the Chicago Housing Authority shall each contribute \$100,000.00 for a total of \$200,000.00. The Board shall cover other necessary costs of the renovations as authorized in a separate Board Report.

**THE LEASE AGREEMENT**

**PREMISES:** The premises shall consist of the land and building commonly known as 901 E. 133<sup>rd</sup> Place, Chicago, IL, 60827 (the "Premises").

**TERM:** The term of the lease agreement shall commence on the date the agreement is fully executed and shall end five years thereafter.

**USE:** The Tenant shall use the Premises to operate the Chicago Public Library Branch at Wheatley Child Parent Center, and for no other purpose.

**RENT:** The rent for the Term of the Lease shall be \$1.00 per annum.

**RELATED EXPENSES:** The Tenant shall be responsible for any and all costs and expenses of any kind related to the Premises, including, but not limited to, real estate taxes, utilities, environmental matters, demolition, construction after the renovations are deemed complete and all matters related to operating and maintaining any buildings or structures on the Premises.

**ASSIGNMENT/SUB-LEASE:** The Tenant shall have the right, with Landlord's approval, to assign or sub-lease the Premises to any lawful entity for any lawful purpose and use.

**OWNERSHIP OF IMPROVEMENTS UPON THE PREMISES:** At the termination of the Lease due to expiration of the Lease Term or termination of the Lease due to default or breach by the Tenant, the improvements upon the Premises shall become the sole property of the Landlord and Tenant shall cease to have any ownership rights or leasehold rights in the Premises.

**INSURANCE/INDEMNIFICATION:** Tenant shall provide adequate insurance at all times as specified in the Lease Agreement. Indemnification language shall be negotiated by the General Counsel.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written IGA and lease agreement. Authorize the President and Secretary to execute the agreements. Authorize the Chief Administrative Officer to execute all ancillary documents required to administer or effectuate the IGA and the Chief Operating Officer to execute all ancillary documents required to administer or effectuate the lease agreement.

**AFFIRMATIVE ACTION:** Exempt

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**GENERAL CONDITIONS:** Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

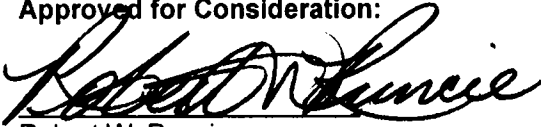
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).**

Approved for Consideration:



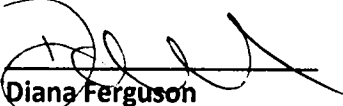
Robert W. Runcie  
Chief Administrative Officer

Approved:



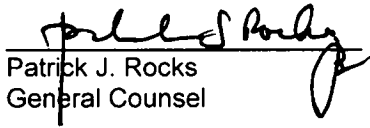
Ron Huberman  
Chief Executive Officer

Within Appropriation:



Diana Ferguson  
Chief Financial Officer

Approved as to legal form: *DLR*



Patrick J. Rocks  
General Counsel