

July 23, 2008

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION REGARDING
THE CONVEYANCE OF LAND ADJOINING INTER-AMERICAN SCHOOL
AND THE USE OF NEW GARAGE SPACE FOR INTER-AMERICAN SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement (IGA) with the City of Chicago (City) and the Public Building Commission of Chicago (PBC) regarding the conveyance of land adjoining the Inter-American School located at 851 W. Waveland Avenue and the use of new garage space for the Inter-American School. A written IGA regarding this matter is currently being negotiated. The authority granted herein shall automatically rescind in the event an IGA is not executed within 120 days of the date of this Board Report. Information pertinent to this IGA is stated below.

PARTIES: Board of Education
125 S. Clark Street
Chicago, IL 60603
Contact: Lori J. Woodman, Director of Real Estate
Phone: 773-553-2922

Public Building Commission
Richard J. Daley Center
50 W. Washington, Room 200
Chicago, IL 60602
Contact: Anne Fredd, Counsel
Phone: 312-641-7144

City of Chicago
Corporation Counsel
121 N. LaSalle, Room 600
Chicago, IL 60602
Contact: Steven Holler, Corporation Counsel
Phone: 312-744-6934

HISTORY: The PBC owns (for the benefit of the Board) a parcel of land adjacent to the Inter-American School located at 851 W. Waveland Avenue which is used by the Board for parking for school staff (Parcel 1). The PBC owns (for the benefit of the City) a parcel of land to the east of Parcel 1 upon which the PBC intends to construct a new parking structure (Garage Parcel). The PBC desires to construct a new police station upon Parcel 1.

BASIC TERMS OF THE IGA: The IGA will provide for the following:

1. Authorization for the PBC to construct the police station on Parcel 1;
2. Authorization for the PBC to convey Parcel 1 to the City upon completion of the police station;
3. Agreement with the City that, in exchange for Parcel 1, the Board will be granted (by way of a permanent easement) exclusive use of a portion of the parking structure (Garage) that the PBC will construct upon the Garage Parcel which portion of the Garage will be dedicated for the sole use of the Board and its licenses.

PROPERTY TO BE CONVEYED: The PBC shall, upon completion of the police station, convey the following property (subject to final survey and title):

A TRACT BEING THE SOUTH 145.15 FEET OF LOTS "A" AND "B", LOTS 1 TO 42 INCLUSIVE AND THE VACATED ALLEYS OF LEMOYNE'S SUBDIVISION OF THE SOUTH ½ OF BLOCK 16 IN LAFLIN SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST ¼ (EXCEPT THE 1.28/100 ACRE IN THE NORTHEAST CORNER) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

42,032 SQUARE FEET
0.9549 ACRES

GARAGE: The Garage will be a multi-story structure that will accommodate 361 vehicles. 250 spaces will be dedicated for the sole use of the City and its personnel and invitees. 111 spaces will be dedicated for the sole use of the Board and its Licensees (Board Garage). The Board will have dedicated access to the Board Garage at grade level on Addison Street and will also have dedicated elevators and stairways to the Board Garage. Signage will also be provided to the Board. The City, through its Department of General Services, will operate and maintain the Garage, including the Board Garage, at no cost or expense to the Board. The City's maintenance obligations will include, without limitation, elevators, snow removal, utilities, janitorial service, landscaping, and any and all structural improvements, repairs, and/or replacements. The Board shall, at its expense, provide for all equipment necessary for the parking operations of the Board Garage including any payment kiosks, gated keycard mechanism and related facilities. The Board shall be responsible for the maintenance, repair and replacement for all payment kiosks and kiosk- related equipment servicing the Board Garage. On days and nights on which Wrigley Field events are scheduled, the Board shall provide such security personal as may be reasonably necessary to safely operate the Board Garage. The Board will be granted a permanent easement regarding the use of the Board Garage which shall terminate in the event that the school building (currently being used by the Inter-American School) adjacent to the easement parcel should ever cease to be used for a CPS- operated public school.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the IGA. Authorize the General Counsel to execute any and all documents required to effectuate the terms of the IGA, including, but not limited to, conveyance documents and documents required for entry, and zoning, and a permanent easement. Authorize the PBC to convey Parcel 1 to the City upon completion of the police station. Authorize the President and Secretary to execute the IGA and the permanent easement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: No cost to the Board.

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 member 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.

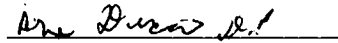
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



**M. Hill Hammock
Chief Operating Officer**

Approved:



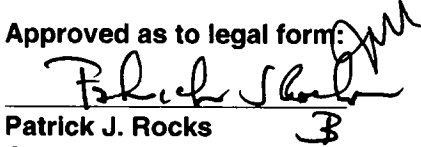
**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**Pedro Martinez
Chief Financial Officer**

Approved as to legal form:



**Patrick J. Rocks
General Counsel**