

**APPROVE ENTERING INTO A LEASE AGREEMENT WITH CHRISTOPHER HOUSE FOR THE  
RENTAL OF 2250 NORTH LATROBE**

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

Approve a entering into a lease agreement with Christopher House for the rental of 2250 North Latrobe, Chicago, IL. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of this Board Report. Information pertinent to this lease agreement is stated below.

**TENANT:** Christopher House, an Illinois not-for-profit corporation  
2507 N. Greenview  
Chicago, IL 60614  
Contact Person: Lori Ann Baas, Chief Executive Officer  
Phone: 773-472-1083

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** The entire building, garage and associated parking located at 2250 N. Latrobe ("Premises"); all being subject to a survey which will be attached to the Lease.

**USE:** Depending on funding and size of programming, Tenant will either renovate the existing building located on the Premises or demolish the existing building and construct a new building, which renovated or new building will serve as a family resource center for children and their families offering a wide range of educational support programs that will provide a direct link to students attending Northwest Middle School and the community at large. This land will be used for no other purpose.

**TERM:** The Lease Agreement shall be for a term commencing on such date as the Lease Agreement is fully executed and ending 99 years thereafter.

**RENT:** The Rent for the Premises shall be one dollar (\$1.00) per annum.

**TENANT IMPROVEMENTS:** Tenant shall have the right, at its sole cost and expense, to renovate the existing building or demolish the existing building and construct a new building which will be a state-of-the-art family resource center. Such renovation must begin within 2 years of the commencement date of the Lease and must include the removal of the existing overhead bridge link between the school building and the leased Premises building. In the event such renovation or construction has not started within this time frame, this Lease shall terminate and be of no further force or effect. The plans and specifications for such renovations or demolition and construction shall be subject to prior written Board approval. Tenant may also make other improvements to the Premises, including the parking area, existing garage, and the open space, all such improvements being subject to prior written Board approval.

**REPAIRS/MAINTENANCE:** Tenant shall be responsible for any and all routine and structural repairs and maintenance of the building and the Premises.

**UTILITIES:** Tenant shall be responsible for the payment of all utilities associated with the Premises. When and where possible, utilities shall be separately metered and placed in Tenant's name. In the event any utilities cannot be separately metered, Tenant shall reimburse Landlord for such utility usage.

**OPERATING EXPENSES:** Tenant shall be responsible for any and all operating expenses associated with the Premises, including, but not limited to, telecommunications, janitorial, garbage collection, and snow removal.

**INSURANCE/INDEMINIFCAITON:** The General Counsel shall negotiate all insurance and indemnification language for the lease.

**ENVIRONMENTAL:** Tenant shall be responsible for any and all environmental conditions associated with the Premises and shall comply with all environmental laws regarding same.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement. Authorize the Chief Facilities Officer to approve Tenant improvements to the Premises.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Credit to the General Fund \$1.00 per annum

**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.

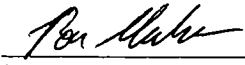
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

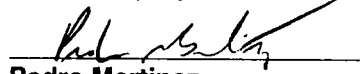
Approved for Consideration:

  
Patricia L. Taylor  
Chief Facilities Officer


Approved:

  
Ron Huberman  
Chief Executive Officer

Within Appropriation:

  
Pedro Martinez  
Chief Financial Officer

Approved as to legal form: 

  
Patrick J. Rocks  
General Counsel 