

August 26, 2020

**AUTHORIZE EXTENSION OF FOURTH RENEWAL OF LEASE WITH BETH SHALOM B'NAI ZAKEN
ETHIOPIAN HEBREW CONGREGATION AT 6601 S. KEDZIE AVE FOR USE BY BARBARA VICK
VILLAGE PRE-K CENTER**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize extension of the fourth renewal of lease with Beth Shalom B'Nai Zaken Ethiopian Hebrew Congregation for space located at 6601 S. Kedzie Ave. for use by Barbara Vick Village Pre-K. A written amendment to the fourth lease renewal to extend the renewal term by an additional ten (10) months is currently being negotiated. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this lease renewal amendment is stated below.

LANDLORD: Beth Shalom B'Nai Zaken Ethiopian Hebrew Congregation
6601 S. Kedzie Ave.
Chicago, IL 60629
Contact: Rabbi Capers C. Funnye, Jr.
Phone: 773.476.2924

TENANT: Board of Education of the City of Chicago

PREMISES: The building and grounds at 6601 S. Kedzie Ave. consisting of eight classrooms: 400, 401, 402, 403, 404, 405, 407, and 410; a dining area, gymnasium, and office (9,316 square feet). Use of the parking lot adjacent to the building is included.

USE: Pre-k classrooms for Barbara Vick Village.

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 04-0728-OP7) was for a term commencing August 1, 2004 and ending June 30, 2009. The lease was first renewed (authorized by Board Report 09-0422-OP2) for a term commencing August 1, 2009 and ending June 30, 2014. The second renewal (authorized by Board Report 14-0423-OP1) was for a term commencing July 1, 2014 and ending June 30, 2019. The third renewal (authorized by Board Report 19-0626-OP1) was for a term commencing on July 1, 2019 and ending June 30, 2020. The fourth renewal (authorized by Chief Operating Officer's Report 20-0629-COO4) was for a term commencing on July 1, 2020 and ending August 31, 2020.

RENEWAL TERM: The fourth renewal term of this lease agreement is being extended for an additional ten (10) months. The renewal term as amended shall be for a period commencing on July 1, 2020 and ending June 30, 2021.

EARLY TERMINATION: The Board shall have the right to terminate the lease upon 60 days' notice.

BASE RENT: The base rent for the Premises shall be \$97,980 annually payable in monthly installments of \$8,165.

ADDITIONAL RENT: The Board shall reimburse Landlord for gas service payable in monthly installments not to exceed \$2,000. Gas is estimated to be \$24,000 per year.

MAINTENANCE: Landlord shall be responsible for all maintenance with the exception of janitorial services, which shall be the responsibility of the Board.

UTILITIES: Landlord shall be responsible for all utilities except for gas, which shall be the responsibility of the Board.

INSURANCE/INDEMNIFICATION: Any and all insurance/indemnification language shall be negotiated by the General Counsel.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal amendment. Authorize the President and Secretary to execute the lease renewal amendment. Authorize the Chief Facilities Officer or their designee to execute any and all ancillary documents related to the lease renewal amendment.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Not applicable

FINANCIAL: The total amount to be paid by the Board for the 1-year term is \$121,980.

Charge to Office of Real Estate:

July 1, 2020 – June 30, 2021	\$121,980*	FY21
Budget Classification: 11910-230-57705-254903-2021		

*Amounts include estimated gas utility

FY21 funding is contingent upon budget appropriation and approval.

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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

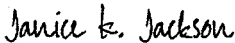
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:

Approved:


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Arnaldo Rivera
Chief Operating Officer

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Janice K. Jackson
Chief Executive Officer

Approved as to legal form: 

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Joseph T. Moriarty
General Counsel