

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE  
CHICAGO PARK DISTRICT FOR THE LEASE OF LAND FOR CONSTRUCTION OF  
THE NEW BELMONT CRAGIN SCHOOL AND THE SHARED USE  
OF ATHLETIC FACILITIES AT RIIS PARK**

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

Approve entering into an Intergovernmental Agreement ("IGA") with the Chicago Park District ("CPD") for the lease of land located at on the southeast corner of Fullerton and Meade Avenues, upon which a new Belmont Cragin Elementary School ("School") will be built and the shared use of athletic facilities at Riis Park. A written IGA regarding the lease of the land and the shared use facilities is currently being negotiated. The authority granted herein shall automatically rescind in the event the IGA is not executed within 120 days of the date of this Board Report. Information pertinent to this IGA is stated below.

<b>PARTIES:</b>	Board of Education of the City of Chicago 42 W. Madison Street Chicago, IL 60602 Contact: Chief Operating Officer Phone: 773-553-2900	Chicago Park District 541 N. Fairbanks Chicago, IL 60611 Contact: General Superintendent Phone: 312-742-4500
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**PROPERTY TO BE LEASED TO THE BOARD:** The CPD shall lease to the Board approximately 2.5 acres of land, more or less, attached to the existing CPD Field House located at the southeast corner of Fullerton and Meade Avenues, Chicago, Illinois. The general project area is as described on Exhibit A attached hereto.

**TERM OF THE IGA:** The term of the IGA shall commence upon the date the agreement is signed and shall end forty (40) years from the date a certificate of occupancy is issued for the School, which term shall automatically renew for one (1) successive forty (40) year period unless the Board notifies the CPD of its intention not to renew at least 120 days prior to the renewal term.

**BASIC TERMS OF THE IGA:** The IGA will provide for the lease of the land and the shared use of facilities after construction by the Board. CPD shall receive exclusive usage of portions of the School project and shared usage of some of the athletic and recreational facilities at no cost to the CPD. The parties shall designate in the IGA those facilities and improvements which shall be exclusive and/or shared and shall formulate a schedule as to the usage of the shared facilities.

**CONSTRUCTION OF NEW BUILDING:** The Board shall have the right to construct a new building on the leased land for school purposes only, and to make any and all other improvements upon the land, including, but not limited to a parking lot, recreational facilities, a fire lane and open space.

**RENT:** The rent for the term of the ground lease shall be \$1.00 per annum.

**INSURANCE/INDEMNIFICATION:** Insurance and indemnification provisions shall be negotiated by the General Counsel.

**AUTHORIZATION:** Authorize the President and Secretary to execute the IGA. Authorize the Chief Operating Officer or his designee to negotiate the final terms and conditions of the IGA including the exclusive and/or shared usage facilities and to execute any and all ancillary documents required to administer or effectuate the IGA. Authorize the General Counsel to include other relevant terms and conditions, including indemnification, in the IGA.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Charge to Belmont Cragin New School Rental Account: \$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 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 agreements 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:**

DocuSigned by:  
*Arnaldo Rivera*  
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**Arnaldo Rivera**  
Chief Operating Officer

DocuSigned by:  
*Janice K. Jackson*  
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**Janice K. Jackson**  
Chief Executive Officer

Approved as to legal form: <sup>DS</sup>  
*JMM*

DocuSigned by:  
*Joseph T. Moriarty*  
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**Joseph T. Moriarty**  
General Counsel

**EXHIBIT A**

**SITE PLAN FOR PROJECT AREA AND NEW BELMONT CRAGIN SCHOOL**

(Legal description to be provided later; site subject to final commitment and survey)

The approximate project area is within the dashed outline; the approximate property to be subject to the ground lease is shown within the border. The leased area is subject to revision.

