

May 24, 2023

**APPROVE INTERGOVERNMENTAL AGREEMENT WITH CITY COLLEGES  
OF CHICAGO FOR USE OF THE BUILDING LOCATED AT 3400 N. AUSTIN AVENUE**

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

Approve an Intergovernmental Agreement (“IGA”) with the Board of Trustees of Community College District No. 508 (“City Colleges”) for use of the building and premises located at 3400 North Austin Avenue in Chicago. The IGA is currently being negotiated. The authority granted herein shall automatically rescind in the event that a written agreement is not executed within 120 days of the date of this Board Report.

**OWNER:** Board of Trustees of Community College District No. 508  
180 North Wabash Avenue  
Chicago, Illinois 60601  
Contacts: David Anthony, Vice Chancellor, (312) 553-3440, danthony17@ccc.edu  
and Dina Leiler, Director Auxiliary Services, (773) 481-8612, dleiler@ccc.edu

**PREMISES:** 3400 N Austin Ave, including the entire building, parking lots (2), and athletic field area.

**TERM:** The term of the IGA shall commence on July 1, 2023, and end on June 30, 2025.

**USE:** The Premises shall be used for educational programming by Chicago Academy Elementary and High Schools. A portion of the Premises may be shared with City Colleges for educational programming, provided that such use does not conflict with CPS’ school hours or use.

**FEES:** The Board will pay \$883,971.84 for July 1, 2023 to June 30, 2024, payable in equal monthly installments of \$73,664.30. Commencing July 1, 2024, the fee will increase by 3%.

<b>Fiscal Year</b>	<b>Period Beginning</b>	<b>Period Ending</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
2023-2024	7/1/2023	6/30/2024	\$883,971.84	\$73,664.30
2024-2025	7/1/2024	6/30/2025	\$910,491.00	\$75,874.23

**UTILITIES, MAINTENANCE AND REPAIRS:** CPS shall be responsible for its proportionate share of utilities associated with its use of the Premises. City Colleges shall pay its proportionate share of utilities for its use of the Premises. CPS shall also be responsible for maintenance and repairs to the Premises, including landscaping, garbage removal and custodial and engineer services. CPS shall be responsible for the repair and maintenance of the structural elements of the Premises, including HVAC systems and plumbing.

**RIGHT OF FIRST REFUSAL:** City Colleges grants CPS the exclusive right of first refusal and first option to purchase the Premises. City Colleges must provide notice to CPS prior to offering or accepting an offer to sell Property to another party.

**REAL ESTATE TAXES:** The Property is currently exempt from real estate taxes. The General Counsel is hereby authorized to contest and appeal any action to tax the Property or the Board’s use of the property.

In the event the Property or the Board's use becomes taxable after all appeals have been taken and failed, the Board authorizes the payment of the real estate taxes in addition to the fees below.

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

**OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be negotiated by the General Counsel.

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

**AFFIRMATIVE ACTION:** Exempt

**LSC REVIEW:** Not applicable

**FINANCIAL:** Total not-to-exceed amount to be paid by the Board for the 2-year term is \$1,794,462.84.

Charge to: Real Estate

<b>Fiscal Year</b>	<b>Annual Rent</b>
2023-2024	\$883,971.84
2024-2025	\$910,491.00

Source of Funds: Rent, Contingency

**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.

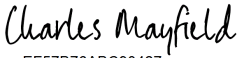
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

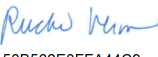
**Approved for Consideration:**

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**Charles E. Mayfield**  
Interim Chief Operating Officer

**Approved:**

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**Pedro Martinez**  
Chief Executive Officer

**Approved as to legal form:**

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**Ruchi Verma**  
General Counsel