


RECEIVED

FEB - 6 2003

**INTERGOVERNMENTAL AGREEMENT TO CONVEY LAND
AND FOR USE OF FACILITIES
(SANDOVAL SCHOOL AND SENKA PARK)**

BUREAU OF REAL ESTATE

This **INTERGOVERNMENTAL AGREEMENT TO CONVEY LAND AND FOR USE OF FACILITIES (SANDOVAL SCHOOL AND SENKA PARK)** (the "Agreement"), dated as of this 3rd day of FEBRUARY, 2003 (the "Effective Date"), is entered into by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate, having its principal offices at 125 South Clark, Chicago Illinois 60603, and the Chicago Park District (the "District"), a municipal corporation, having its principal offices at 541 North Fairbanks Court, Chicago Illinois 60611.

RECITALS:

- A. The District owns the land and improvements located at 5656 South St. Louis Avenue and commonly referred to as Senka Park (the "Park").
- B. The District desires to convey, and the Board accepts the conveyance of, approximately 3.13 acres of the Park for school purposes (the "Conveyance Property") and said property is more fully identified on Exhibit A attached hereto.
- C. On the Conveyance Property, the Board has constructed a new school commonly known as Sandoval School (the "School").
- D. A portion of the School consists of facilities which the Board and the District desire to share, including a gymnasium, and boys' and girls' locker rooms and showers (the "Shared Facilities"); and other facilities that shall be designated for the District's exclusive use, including one (1) multi-purpose room, one (1) club room or class room, one (1) office, one (1) storage area, and a separate entrance that has been specifically constructed for the District's use at all times it is upon the School (the "Exclusive Facilities"). The Shared Facilities and the Exclusive Facilities are collectively referred to herein as the Board Facilities and are more particularly described in Exhibit B attached hereto and incorporated herein.
- E. The District, for and in consideration of transferring the Conveyance Property, desires to use the Board's Facilities for a term of fifty (50) years on stipulations and agreements set forth herein.
- F. The Board desires to use the athletic fields at the Park on stipulations and agreements set forth herein.

- G. The parties desire to set forth procedures for transferring the Conveyance Property, procedures for the District's use of the Board's Facilities, and procedures for the Board's use of the athletic fields at the Park.
- H. The parties have determined that it is in their best interests to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois, 5 ILCS 220/1*et seq.*, in order to set forth the parties' objectives, duties, responsibilities and procedures for administrating this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The recitations and exhibits set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein.

SECTION 2. TERM AND TERMINATION

- 2.1** **Term.** The agreement for use of the facilities (Sandoval School and Senka Park) shall commence as of the Effective Date and shall continue for subsequent Program Periods until it expires fifty (50) years from the Effective Date.
- 2.2** **Termination.** The agreement for use of the facilities (Sandoval School and Senka Park) may be terminated only upon mutual written agreement of the parties.

SECTION 3. LAND CONVEYANCE CONDITIONS

- 3.1** **Conveyance.** Subject to the terms and conditions of this Agreement, the District shall transfer and convey to the Board and the Board shall accept all of the District's title and interest in the Conveyance Property, together with all rights, privileges, easements, and appurtenances thereto, and all right, title and interest of any streets, alleys, passages and other rights of ways included therein or adjacent thereto (before or after the vacation thereof).
- 3.2** **Title.** On or before the Effective Date of this Agreement, the Board, if it so desires, may order a title commitment, in a nominal amount, prepared by a local title company ("Title Company") for a standard ALTA (1992) owners title policy of insurance covering the Conveyance Property. The title commitment shall reflect no title exceptions relating to the Board Property other than those standard policy exclusions and other exceptions acceptable to the Board

("Permitted Exceptions"). In the event any such title commitment contains exceptions unacceptable to the Board, the Board may elect by notice to the District to: (a) terminate this Agreement, or (b) accept title to the Conveyance Property subject such exceptions. The Board shall be responsible for all title costs.

- 3.3 **Survey.** If the Board desires, the Board may, at its own cost and expense, procure a survey of the Conveyance Property.
- 3.4 **Closing.** The closing shall occur on the date the District delivers to the Board the quitclaim deed detailed in 3.6 below.
- 3.5 **Expenses.** In closing this transaction, there will be no prorations. Each party shall take all necessary actions to maintain any general real estate tax exemption for the Conveyance Property. The Board shall bear any and all closing costs and expenses.
- 3.6 **Form of Deed.** The District shall prepare the recordable quitclaim deed. The deed shall contain a provision that the Conveyance Property shall revert back to the District should the Board fail to use the land for school purposes.
- 3.7 **Condition of The Property.** The District has made no representations or warranties as to the condition or physical dimensions of the Conveyance Property, and the Board has not relied on any such representations or warranties in connection with its inspection of said property. The Board accepts the Conveyance Property on a "WHERE IS" and "AS IS" basis.

SECTION 4. THE PROGRAM

- 4.1 **Program.** This Agreement shall provide for: (i.) the District's use of the Board's Facilities; (ii.) the Board's scheduling and use of the athletic fields at the Park; (iii.) scheduling and supervision of District activities on the Board's Facilities; and (iv.) maintenance and repair of such facilities (collectively, the "Program"). The Program will run from January 1 through December 31 of each year (the "Program Period") during the hours set forth on Exhibit C attached hereto and incorporated herein (the "Program Hours").

4.2 **Administration of the Program.** By the start of each school year of the Term, but no later than each September 1, the School principal and the Park supervisor shall meet and determine a mutual usage schedule for the expected calendar year, including summer months for the Board's Facilities and the athletic fields at the Park (the "Annual Usage Schedule"). The Annual Usage Schedule shall be substantially similar to the Program as described on Exhibit C. Each party agrees to use its best efforts to arrive at an Annual Usage Schedule that meets the needs of the School and the Park. At no time shall the activities of either party or user interfere with the activities of the other party of user during the Term. The parties agree to notify each other upon not less than thirty (30) days advance, written notice and obtain the consent of the other party within said thirty (30) day period in the event of any disruptions or anticipated conflicts with the Program. For disruptions or anticipated conflicts in the Program due to scheduled major repairs or capital improvements to the Board Facilities, the Board shall give the District no less than one hundred twenty (120) days notice thereof and the parties within said one hundred twenty (120) days shall agree to reasonable accommodations to the District for any actual physical or temporal disruption of the District's use of the Board Facilities. In the event the District plans any major reconfiguration or relocation of any of the athletic fields at the Park, the District shall give the Board not less than one hundred twenty (120) days advance, written notice and the parties within such one hundred twenty (120) period agree to reasonable accommodations to the Board for any actual physical or temporal disruption of the Board's use of the athletic fields at the Park.

4.3 **Rights Reserved to the Board.** For activities provided in the Annual Usage Schedule, the Board's scheduled activities upon the athletic fields at the Park shall have first priority over all other activities. The Board shall provide the District with its scheduled activities at least six (6) weeks in advance of such activities. The Board retains the right to eject any persons or entities from the Board's Facilities at any time, if any such persons or entities unreasonably interfere with any of the Board's scheduled activities. The Board reserves the right to enter into agreements, exclusive or otherwise, with concessionaires for goods and services upon the Board's Facilities, and sponsorship agreements with commercial entities which arrangements may require restrictions on products and advertising in the Board's Facilities, and the District will honor the requirements of any such agreements in managing and supervising the Program. The Board reserves the right to delegate any of its functions under this Agreement to private firms, provided advance notice is given the District. Subject to usage by the District pursuant to this Agreement, the Board reserves the right to make every determination with regard to the use of the Board's Facilities in the best interests of the Board. In no event shall the District have any right to change, alter or reconfigure the Board's Facilities without the express written consent of the Board. The Board reserves the right to advise the District of the unacceptability of any of the District's personnel assigned to this

Program, and the District will immediately investigate such personnel's activities, and, in accordance with the District's personnel policies, take such action as is deemed necessary regarding such personnel.

4.4 **Rights Reserved to the District.** The District reserves the right to delegate any of its functions under this Agreement to private firms upon advance notice to the Board. The District reserves the right to make every determination with regard to the use of the Park and the Exclusive Facilities in the best interest of the District. Provided that the Board has not entered into any exclusive sponsorship agreements, the terms of which would create a conflict with a proposed District event or series of events with the Board's Facilities, the District reserves the right to enter into events, series, or program sponsorship agreements with commercial firms in connection with the Program. The parties acknowledge and agree that the District has the right to sell snack foods and beverages during the Program. In no event shall the Board have any right to change, alter or reconfigure the athletic fields at the Park without the express written consent of the District. Notwithstanding any contrary provision of this Agreement, the District agrees to permit the Board to use on a priority basis the single club room/class room, identified on Exhibit B, and previously designated for the District's exclusive use. The parties acknowledge and agree that Board's use of the club room/class room is permissive only and shall end upon mutual agreement or once the overcrowding is abated at the School.

4.5 **Legal Holidays.** The parties agree that the Program may be operated during legal holidays in accordance with the terms of the Annual Usage Schedule.

SECTION 5. ALLOCATION OF FUNCTIONS

5.1 **Supervision.** The District shall be responsible for the supervision and management of all Program activities and events during Program Hours. All District supervisors shall be qualified to provide such services. The Board shall have no duty or obligation to provide any supervision or management of the Park or the Board's Facilities during the Program Hours, unless a Board activity is taking place, and, if so, such supervision or management will only apply to such Board activity.

5.2 **Security.** The District shall provide such security measures, as it deems necessary to properly manage and supervise the Park and the Board's Facilities during the Program Hours. The Board shall have no obligation or duty to provide any security for the District during the Program Hours.

5.3 **Structural Maintenance & Repairs.** The Board, at its own expense, shall keep and maintain the Board Facilities in a good and thorough condition of structural maintenance and repair during the term of this Agreement. The District, at its own expense, shall keep and maintain the Park athletic fields in a

good and thorough condition of structural maintenance and repair during the term of this Agreement.

- 5.4 **Routine Maintenance and Repair.** Based on a ratio of proportionate usage, the Board and the District shall share the cost of routine maintenance and repair of the Shared Facilities. The District, at its sole cost, shall be responsible for all routine maintenance and repair of the Exclusive Facilities and the athletic fields at the Park.
- 5.5 **Janitorial Services.** The Board shall be responsible for all cleaning and janitorial services for the Shared Facilities, and the District shall be responsible for all cleaning and janitorial services for the Exclusive Facilities.
- 5.6 **Utilities.** The Board shall provide the following utility services for the Board Facilities: hot and cold water, heat and electric. The District shall reimburse the Board on a prorata basis for the District's proportionate share of the utilities. The District, at its own expense, shall procure available telephone and computer lines for its use.

SECTION 6. SITE AVAILABILITY AND ACCESS

The District, and its authorized employees and consultants, shall have the right to enter upon and into the Board's Facilities during Program Hours, for purposes reasonably associated with managing and operating this Program. The Board, and its authorized employees and consultants, shall have the right to enter upon the athletic fields at the Park during Program Hours. The District and the Board, and their employees and consultants, shall cooperate at all times with the School principal and the Park supervisor to avoid interfering with each other's activities and to protect the Park and the Board's Facilities. The District shall have no right to enter upon any other areas of the School not specifically identified in this Agreement. The Board shall have no right to use other areas of the Park not specifically identified in this Agreement provided, however, the Board may apply to the District for a use permit to use other Park facilities for events.

SECTION 7. INDEMNITY

- 7.1 **Indemnification.** The parties agree to defend, indemnify, save and hold harmless each other, their respective members, commissioners, officers, employees, agents, volunteers and contractors, from and against any and all bodily or personal injuries, deaths, losses, suits, costs, reasonable attorneys' fees, claims, damages, expenses, judgments, liabilities, or liens (individually and collectively "Loss" or "Losses") arising out of, or relating to any acts, errors or omissions of the Board or the District under this Agreement.

The parties agree to defend, indemnify, save and hold harmless each other, their respective members, commissioners, officers, employees, agents, volunteers

and contractors from and against any and all Losses arising directly or indirectly during the term of this Agreement from the conduct or management of the Program or from anything whatsoever done in or about the Board's Facilities or the Park by the District or the Board, their respective members, commissioners, officers, employees, agents, users, and invitees.

- 7.2 **Non-Liability of Public Officials.** The District agrees that no Board member, employee, agent, officer or official will be personally charged by the District with any liability or expense under this Agreement or be held personally liable under this Agreement to the District. The Board agrees that no District member, commissioner, employee, agent, officer or official will be personally charged by the Board with any liability or expense under this Agreement or be held personally liable under this Agreement to the Board.

SECTION 8. INSURANCE

- 8.1 **Self-Insurance.** The parties represent that each is substantially self-insured and each shall maintain general liability, property damage, worker's compensation and employer's liability insurance in sufficient amounts for the purposes of this Agreement.

SECTION 9. MISCELLANEOUS PROVISIONS

- 9.1 **Notices to Parties.** All notices required hereunder shall be in writing and will be deemed effective upon receipt and may be mailed or sent via facsimile or delivered personally to the following:

If to the Board: Board of Education of the City of Chicago
125 South Clark St.
Chicago, Illinois 60603
Attn: Chief Operating Officer
Fax: (773) 553-2901

with a copy to: Board of Education of the City of Chicago
125 South Clark St.
Chicago, Illinois 60603
Attn: General Counsel
Fax: (773) 553-1702

If to the District: Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Superintendent
Fax: (312) 742-5316

with a copy to: Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Counsel
Fax: (312) 742-5316

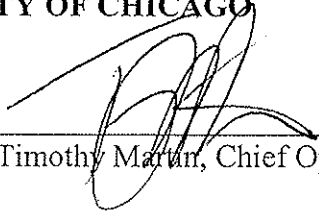
The parties, by notice given hereunder, may designate any further or different address or addresses to which subsequent notices are to be sent.

- 9.2 **Entire Agreement; Amendment.** Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior oral agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by a written instrument executed by the parties hereto.
- 9.3 **Conflict of Interest.** This Agreement is not 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 letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.
- 9.4 **Headings.** The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting the express terms and provisions hereof.
- 9.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws or choice of law principles.
- 9.6 **Assignment.** Neither party may assign its rights or obligations under this Agreement. The foregoing does not prohibit the parties from contracting with third parties to provide services to support its obligations under this Agreement.

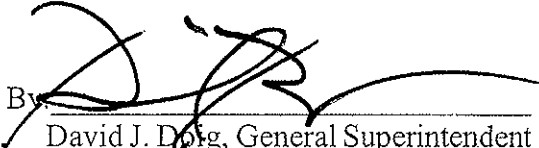
- 9.7 **Partial Invalidity.** Wherever possible, each provision hereof will be interpreted in such a manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable, such provision will be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.
- 9.8 **Representation of Authority to Contract.** Each party represents and warrants to the other party that the execution and delivery of this Agreement by it has been duly authorized by all proper actions and proceedings and that this Agreement constitutes the legal, valid and binding obligations of such party.
- 9.9 **Relationship.** This Agreement shall not be construed to create a partnership, joint venture, or employment relationship between the parties.
- 9.10 **Investigations.** Each party to this agreement hereby acknowledges 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.
- 9.11 **Inspections/Damage.** The Park supervisor and the School principal shall jointly inspect each other's property prior to each day's use. If major damage results from the use by the District of the Board's Facilities, the cost of repair of such major damage shall be borne by the District, and shall be paid within thirty (30) days of invoice. If major damage results from the use by the Board of the District's property, the cost of such major damage shall be borne by the Board, and shall be paid within thirty (30) days of invoice. For purposes of this paragraph, the term "major damage" means damage of any kind beyond ordinary wear and tear excepted for the particular property when used for the purposes for which it was designed.
- 9.12 **Right of Access.** During the Term and any Renewal Term, the District hereby grants the Board a non-exclusive right of access ("Right of Access") over the Park, only for pedestrian ingress and egress to the School entrance. The location of the Right of Access shall be mutually agreed to between the parties' authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth above.

**THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: 
Timothy Martin, Chief Operating Officer

CHICAGO PARK DISTRICT

By: 
David J. Doty, General Superintendent

Attest: _____
Secretary

Board Report No.: 97-0528-RS3

Approved as to Legal Form: 

Marilyn F. Johnson, General Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE CONVEYANCE PROPERTY

THE SOUTH 350.00 FEET OF THE NORTH 383.00 FEET OF THE EAST 390.67 FEET OF THE WEST 440.67 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK, COUNTY, ILLINOIS.

CONTAINING 136, 733 SQUARE FEET (3.1390 ACRES) OF LAND, MORE OR LESS.

PIN: 19-14-200-002

19-14-200-004

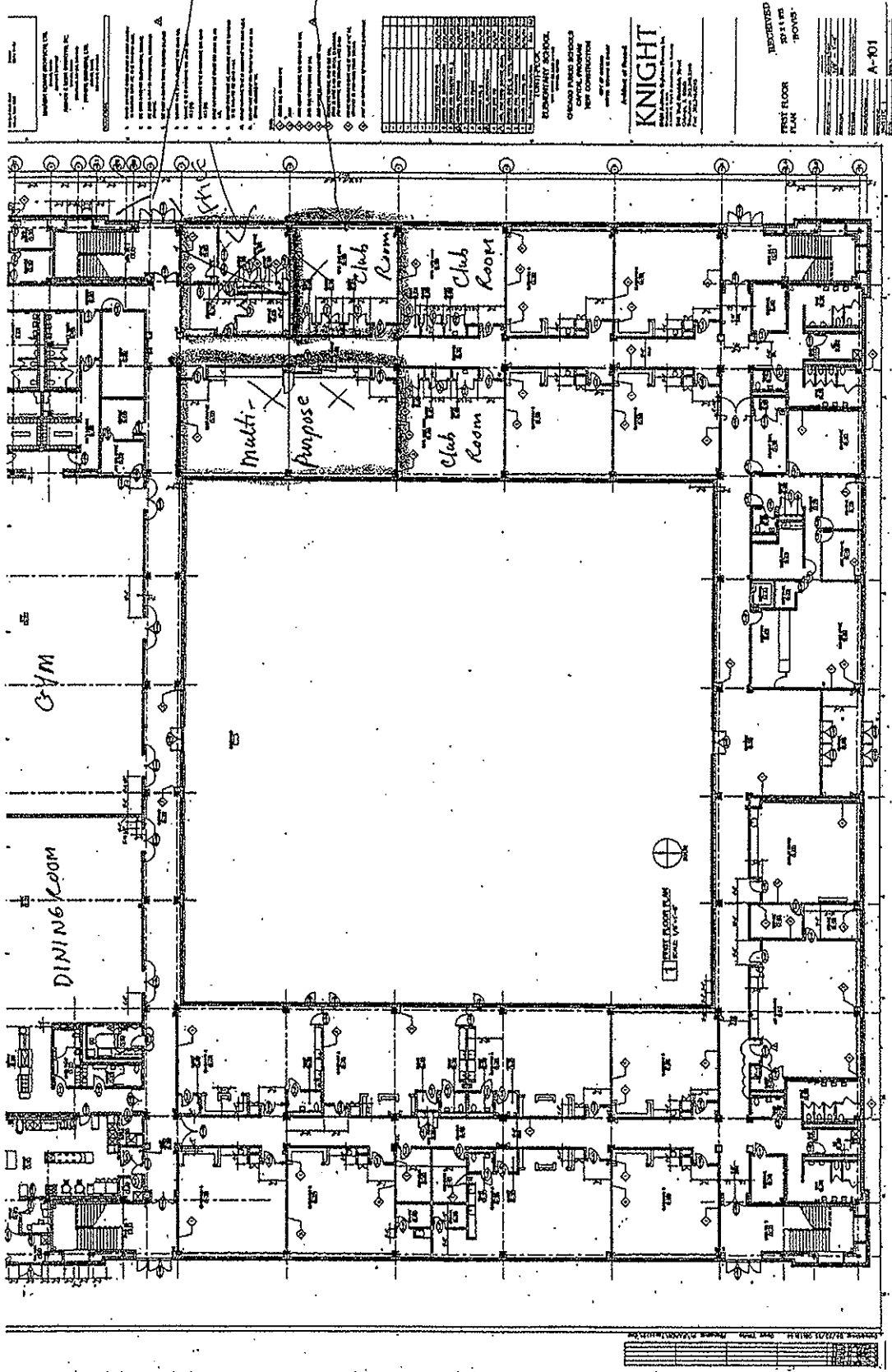
19-14-200-005

ADDRESS OF PROPERTY: 5656 SOUTH ST. LOUIS AVENUE, CHICAGO, ILLINOIS 60629

EXHIBIT B

FLOOR PLAN OF BOARD'S FACILITIES

Separate Entrance



- 1. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 2. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 3. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 4. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 5. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 6. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 7. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 8. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 9. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
- 10. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1
2
3
4
5
6
7
8
9
10

KNIGHT
 ARCHITECTS
 CHICAGO PAVED SCHOOLS
 CAPITAL PROGRAM
 NEW CONSTRUCTION
 100 N. LA SALLE ST.
 CHICAGO, ILL. 60602
 PHONE: 312.542.1000
 FAX: 312.542.1001

RECORDED
 2011 JUN 10
 10:45 AM
 PLAN
 A-101

= CPD EXCLUSIVE FACILITIES

EXHIBIT C

PROGRAM

I. Program facilities include:

A. Board's Facilities: All located within Sandoval School and consists of: (i.) the gymnasium; (ii.) boys' and girls' locker rooms and showers; (iii.) one (1) multipurpose room; (iv.) one (1) club room or class room; (v.) one (1) office space; (vi.) one (1) storage area; and (vii.) a separate District entrance.

B. District athletic fields.

II. Program Period: January 1 through December 31 each year.

III. Program Hours:

A. Board's Facilities: Subject at all times to priority scheduling for Board activities upon the Board's Facilities, the Shared Facilities shall be made available as follows:

School Year	Monday thru Friday	3:00 p.m. to 10:00 p.m.
	Saturday and Sunday	9:00 a.m. to 6:00 p.m.

Summer Session	Monday thru Friday	9:00 a.m. to 10:00 p.m.
	Saturday and Sunday	9:00 a.m. to 6:00 p.m.

B. District's Athletic Fields: The District athletic fields at the Park will be made available when the School is in session during the hours 8:30 a.m. to 3:00 p.m.

IV. Usages: Subject to the terms of this Agreement, the following usage will apply to the Board Facilities and the District Facilities:

<u>Facility</u>	<u>Exclusive</u>	<u>Shared</u>
Gymnasium		X
Locker Rooms and Showers (Boys' & Girls')		X
Multipurpose Room (1)	X	
Club room or class room (1)	X	
Office Space (1)	X	
Storage Room (1)	X	
Separate District Entrance	X	
Athletic fields		X