

**INTERGOVERNMENTAL AGREEMENT TO CONVEY LAND  
AND FOR USE OF FACILITIES (WINNEMAC PARK)**

This INTERGOVERNMENTAL AGREEMENT TO CONVEY LAND AND FOR USE OF FACILITIES (the "Agreement"), dated as of this 19<sup>th</sup> day of December, 2001 (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, Chicago Illinois 60611.

**RECITALS:**

- A. The Board owns property comprised of Amundsen High School, Chappell Elementary School, Winnemac Stadium, and green space (the "Board Property"), as more fully identified on that certain Plat of Survey dated July 27, 1998, prepared by Bowman, Barrett & Associates, Inc. (the "Survey"), which survey is attached hereto and incorporated herein as Exhibit A;
- B. The Board desires to convey, and the District accepts the conveyance of, approximately 14.013 acres of the green space of the Board's Property, more fully identified on the Survey as Parcel 1 ("Parcel 1");
- C. With the exclusion of Parcel 1, the remaining Board Property contains certain athletic facilities, including a gymnasium, weight room, exercise room, swimming pool and locker rooms located within Amundsen High School, a gymnasium and office within Chappell Elementary School, and a running track and washrooms located within the Winnemac Stadium (collectively, the "Board's Athletic Facilities").
- D. The District owns and operates that certain park known as Winnemac Park (the "Park"), which is located adjacent to the Board Property;
- E. Upon conveyance of Parcel 1 to the District, the green space so conveyed will become a part of the Park forever so long as used for park purposes pursuant to the Chicago Park District Act, 70 ILCS 1505, *et seq.* (the "Act") ;
- F. The parties desire to set forth procedures for the conveyance of Parcel 1 procedures for the District's use of the Board's Athletic Facilities and the Board's use of the Park, while preserving priority use of the Board's Athletic Facilities at all times for the Board and school related activities.
- G. 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 their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed herein.

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

### SECTION 1. INCORPORATION OF RECITALS

- 1.1 **Recitals and Exhibits.** 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.** This Agreement shall commence as of the Effective Date and shall continue for subsequent Program Periods until terminated as stated below.
- 2.2 **Termination.** The Agreement for Use of Facilities may be terminated (i) by either party by giving ninety (90) calendar days prior written notice to the other party, or (ii) pursuant to paragraph 9.11 below.

### SECTION 3. LAND CONVEYANCE CONDITIONS

- 3.1 **Conveyance.** Subject to the terms and conditions of this Agreement, the Board shall cause the Public Building Commission, as legal title holder of record, to transfer and convey to the District and the District shall accept all of the Board's title and interest in Parcel 1, 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 District, 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 Parcel 1. The title commitment shall reflect no title exceptions relating to Parcel 1 other than those standard policy exclusions and other exceptions acceptable to the District ("Permitted Exceptions"). In the event any such title commitment contains exceptions unacceptable to the District, the District may elect by notice to the Board to: (a) terminate this Agreement, or (b) accept title to Parcel 1 subject such exceptions. The District shall be responsible for all title costs.
- 3.3 **Survey.** The Survey is attached hereto as Exhibit A. The District shall pay for the Survey.
- 3.4 **Closing.** The closing shall occur on the date the Board delivers to the District 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 Parcel 1. The District shall bear any and all closing costs and expenses.
- 3.6 **Form of Deed.** The Board shall cause the Public Building Commission to prepare a recordable quitclaim deed. The deed will contain a reversionary provision that Parcel 1 shall revert back to the Board should the District fail to use the land for park purposes pursuant to the Act.
- 3.7 **Condition of The Property.** The Board has made no representations or warranties as to the condition or physical dimensions of Parcel 1, and the District has not relied on any such representations or warranties in connection with its inspection of Parcel 1. The District accepts Parcel 1 on a "WHERE IS" and "AS IS" basis.

#### SECTION 4. THE PROGRAM

- 4.1 **Purpose.** The purpose of this Section is to provide for: (i.) the District's use of the Board's Athletic Facilities and the Board's use of the Park ball fields; (ii.) scheduling and supervision of Board and District activities on the others facilities; and (iii.) maintenance and repair of such facilities (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 B attached hereto and incorporated herein (the "Program Hours"). At no time shall the football field located within Winnemac Stadium be a part of this Program.
- 4.2 **Rights Reserved to the Board.** For activities scheduled during the Program, the Board's scheduled activities upon the Board's Athletic Facilities 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 Athletic Facilities at any time, if any such persons or entities 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 Athletic Facilities, and sponsorship agreements with commercial entities which arrangements may require restrictions on products and advertising in the Board's Athletic 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. The Board reserves the right to make every determination with regard to the use of the Board's Athletic 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 Athletic 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.

- 4.3 **Rights Reserved to the District.** The District reserves the right to delegate any of its functions under this Agreement to private firms. The District reserves the right to make every determination with regard to the use of the Park 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 Athletic 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. All revenues raised from Program-specific sponsorships shall be deposited into the Park Account, as defined in paragraph 5.1 below, but revenues, including sponsorship revenues, raised from District city-wide programs that are included in the Program and are raised from the use of the Park, shall belong to the District, subject to the provisions of this Agreement.

## SECTION 5. ALLOCATION OF FUNCTIONS

- 5.1 **Scheduling and Collecting of Fees.** Subject to the provisions of paragraph 4.2 and 4.3 above, the District shall, at its own expense, designate a person to act as a scheduler (the "Scheduler") for the various functions at the Park and upon the Board's Athletic Facilities that require a usage permit ("Permit"). The Scheduler shall prepare an application for Permit ("Application") for each user of the Park or the Board's Athletic Facilities and shall present such Application to the Board's Winnemac Stadium Director ("Stadium Director") for recording and signature. The Scheduler shall maintain a scheduling calendar of all events and provide the Stadium Director with access thereto at all times. The Stadium Director shall provide the Scheduler a calendar of all events or activities requiring use of the Board Facilities. All users, other than the Board, shall be required to pay a fee ("Permit Fee") in accordance with the schedule of Permit Fees attached hereto and incorporated herein as Exhibit C, which Permit Fees may be adjusted each Program Period. Subject to paragraph 4.3 above, all Permit Fees shall be collected by the Scheduler and shall be deposited with the Park in a separate and distinct account for the benefit of the Park (the "Park Account"). In the event a Permit is issued to a user for the use of a Board Athletic Facility, and, subsequently, the Board requires the use of such facility at the same time, the Board's usage shall be superior to, and take precedent over, the Permit user's usage. The Permit user shall either be reimbursed the Permit Fee applicable for the date the Board is in need of the facility, or the user's event may be re-scheduled. In no event shall the Board be liable for any cancellation fees.

- 5.2 **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. Specifically, the District shall provide at least one qualified, and properly certified life guard and at least one qualified and properly certified water safety instructor at all times when the swimming pool is made available during the Program Hours. All swimming pool personnel shall comply with all Board and Illinois Department of Public Health rules and regulations governing the use and operation of swimming pools. The Board shall have no duty or obligation to provide any supervision or management of the Park or the Board's Athletic 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.
- 5.3 **Security.** The District shall provide such security measures as it deems necessary to properly manage and supervise the Park and the Board's Athletic Facilities during the Program Hours. The Board shall have no obligation or duty to provide any security during the Program Hours.
- 5.4 **Maintenance & Repairs.** All funds deposited into the Park Account shall be used for the maintenance and repair of the facilities of the Park and the Board's Athletic Facilities, except for the maintenance and repair of (1) the Board's Athletic Facilities contained within Amundsen High School and Chappell Elementary School, which shall remain the responsibility of each school, and (2) the Winnemac Stadium football field, all of which shall remain the responsibility of the Board. By November 1 of each year prior to the start of a new Program Period, the Board and the District shall prepare a budget of projected expenses and income for the upcoming Program Period. No later than December 15 of each year, the parties shall deposit their equal share of such projected expenses into the Park Account. In the event there are insufficient funds in the Park Account for required maintenance and repair, each party hereto shall be equally responsible for such maintenance and repair and shall make such funds available for deposit into the Park Account. A representative from each of the Board and of the District shall jointly determine the types of repairs and maintenance required. Funds from the Park Account shall only be disbursed if such expense was identified in the projected budget or upon joint order by the District and the Board. In the event of a dispute between the District and the Board regarding the necessary repairs and maintenance, the Board's Chief Operating Officer and the District's Chief Administrative Officer shall resolve such dispute. In the event the Board's Chief Operating Officer and the District's Chief Administrative Officer are unable to resolve such dispute, a final determination shall be made by the District's General Superintendent.
- 5.5 **Janitorial and Landscaping Services.** The District shall provide all cleaning and janitorial services during the Program Hours. Specifically, District personnel shall clean the swimming pool deck, locker rooms, gymnasium floors, washrooms, and all areas of the Park at the end of each Program day. The Board shall remain responsible

for all cleaning and janitorial services during non-Program hours or during any time Board events are held during the Program Hours. The District shall, at the District's cost and expense using District equipment, provide all lawn mowing and snow removal on sidewalks, parking lots and paths at the Park, except for the Winnemac Stadium football field and running track, which will remain the responsibility of the Board. The District shall also be responsible for the lining of all of the playing fields utilizing District equipment, except for the Winnemac Stadium football field and running track, which will remain the responsibility of the Board.

## SECTION 6. SITE AVAILABILITY AND ACCESS

- 6.1 **Right of Entry.** The District and the Board, and their authorized employees and consultants, shall have the right to enter upon and into the Board's Athletic Facilities and the Park during Program Hours, for purposes reasonably associated with managing and operating this Program. The District and the Board, and their employees and consultants, shall cooperate at all times with the school principals and the Stadium Director to avoid interfering with each other's activities and to protect the Park and the Board's Athletic Facilities. The District shall have no right to enter upon the Winnemac Stadium football field and it shall be the District's sole responsibility to ensure that no Program participants enter upon the Winnemac Stadium football field.

## 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 the performance of the Board or the District by its acts, errors or omissions 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 Athletic 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: Chicago Public Schools  
125 South Clark St.  
Chicago, Illinois 60603  
Attn: Chief Operating Officer  
Fax: (773) 553-2901

with a copy to: Chicago Public Schools  
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.

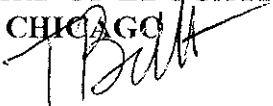
- 9.2 **Entire Agreement; Amendment.** Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior oral agreements, negotiations and discussions with respect thereto, and shall not be modified, amended 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.

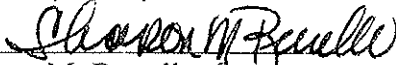


- 9.10 **Investigations.** Each party to this agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13. 1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
- 9.11 **Non-Appropriations.** Expenditures not appropriated in the current fiscal year budget are deemed contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board or the District for the performance of this Agreement, such party will notify the other and this Agreement will terminate on the last day of the fiscal period for which funds were appropriated.
- 9.12 **Inspections/Damage.** The Scheduler and the Stadium Director 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 property; 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. In the event of rain or severe weather, the Board shall consult with District prior to the use of any athletic field and shall abide by the District's decision as to whether an athletic field may be used. 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.

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:  Tariq Butt, M.D., Member

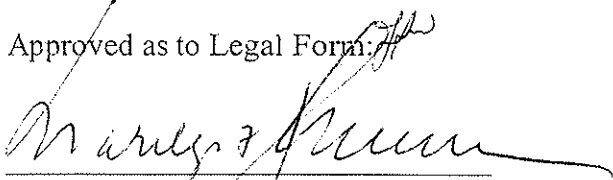
Attest:   
Sharon M. Revello, Secretary

CHICAGO PARK DISTRICT

By: 

Its: \_\_\_\_\_  
General Superintendent

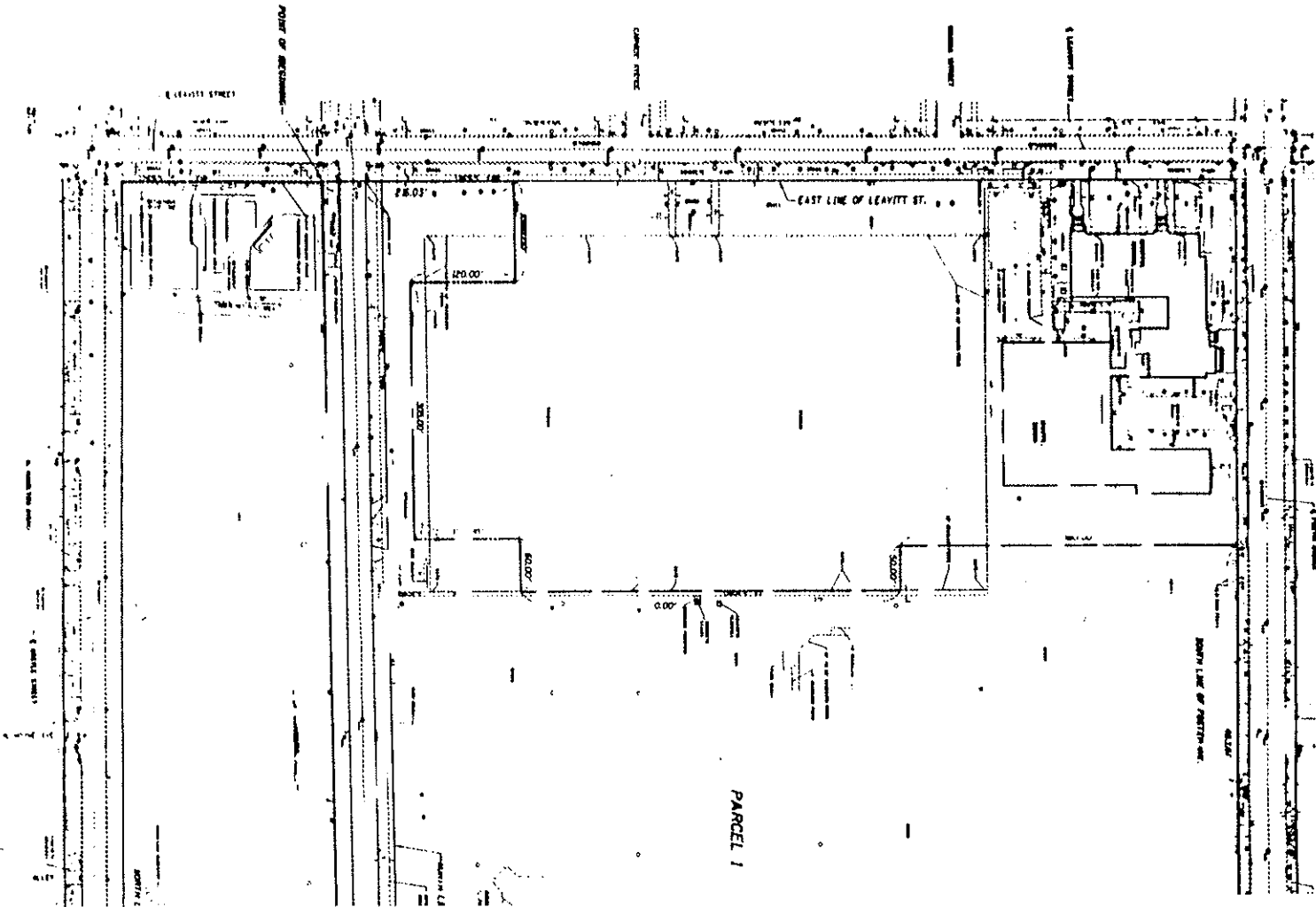
Board Report No: 01-0822-0P2-0

Approved as to Legal Form: 

Marilyn F. Johnson, General Counsel

**EXHIBIT A**

**SEE SURVEY ATTACHED**



PARCEL 1

E LEAVITT STREET

POINT OF BEGINNING

EAST LINE OF LEAVITT ST.

20.00'

20.00'

50.00'

50.00'

0.00'

SOUTH LINE OF PARCEL 1

**EXHIBIT B**  
**PROGRAM**

I. Program facilities include:

1. Winnemac Park, including only all playing fields.
2. Board's Athletic Facilities: The gymnasium, weight and exercise room and swimming pool located within Amundsen High School; the gymnasium and an office located within Chappell Elementary School; the running track located within Winnemac Stadium; the washrooms located in Winnemac Stadium. All other Board facilities are specifically excluded from this Agreement, including, but not limited to, the Winnemac Stadium football field.

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

III. Program and Program Hours: Subject at all times to priority scheduling for Board activities upon the Board's Athletic Facilities, the Park and the Board's Athletic Facilities will be made available as follows:

	<u>Days</u>	<u>Hours</u>
Chappell New Gymnasium (No Locker Rooms):	TBD	TBD
Chappell Office:		
Amundsen Pool/Locker Rooms:		
Amundsen Gymnasium/Locker Rooms:		
Amundsen Weight Room/Locker Rooms:		
Stadium Washrooms:		
Stadium Running Track:		
Stadium Office:		
Playing Fields:		

Note: On all of the Board's Athletic Facilities, children's teams and leagues shall have priority scheduling.

## EXHIBIT C

### SCHEDULE OF PERMIT FEES

The Board and the District will charge the Permit Fees listed below during the initial Program Period and all Permit Fees collected shall be deposited into the Park Account. Board activities are not subject to Permit Fees upon the Park or the Board's Athletic Facilities. All non-public school league, team play or practice shall be scheduled by the Scheduler and are subject to the Permit Fees. Permit Fees are subject to change each Program Period by agreement of the parties, but will be consistent regardless of whether the facilities to which the Permit Fees apply are the Board's Athletic Facilities or the Park.

The Permit Fees for the initial Program Period are as follows:

- a. District Softball League, \$142/Season; Social Club Softball League, \$258/Season.
- b. District Football League, \$81/Season; Social Club Football League, \$197/Season.
- c. District Volleyball League, \$110/Season.
- d. District Basketball League, \$65/Season.
- e. Use of gym space for team sports, \$50/2-hour session, weekdays.
- f. Use of gym space for team sports, \$100/2-hour session, weekends.
- g. Volleyball/Basketball, \$25/tournament game.
- h. Football/Soccer, \$50/tournament game.