

**INTERGOVERNMENTAL AGREEMENT**  
**FOR SHARED USE OF THE GALE SCHOOL PARKING LOT**

This **INTERGOVERNMENTAL AGREEMENT FOR SHARED USE OF THE GALE SCHOOL PARKING LOT** (the "Agreement"), dated as of this 5<sup>th</sup> day of ~~July~~<sup>August</sup> 2004 (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 District owns the land and improvements located at 7631 North Ashland Avenue and commonly referred to as Gale School Park (the "Park") and the Board controls the land and improvements, including a 46 space parking lot immediately adjacent to the Park (the "Parking Lot"), located at 1631 West Jonquil Terrace and commonly referred to as Gale School (the "School"), which title to said land is held in the name of the Public Building Commission of Chicago (the "PBC").
- B. The District requires use of ten (10) parking spaces in the Parking Lot during school hours and exclusive use of the Parking Lot after school hours and on weekends except when special evening or weekend functions at the School require shared usage of the Parking Lot. The Parking Lot is indicated on the site map attached hereto and incorporated herein as Exhibit A.
- C. The District and the Board have agreed to cooperate regarding the use and maintenance of the Parking Lot as further described herein.
- D. The parties have determined that it is in their best interest 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 herein, the parties hereto agree as follows:

**SECTION I**  
**INCORPORATION OF RECITALS AND EXHIBITS**

The recitations set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

## SECTION II TERM

This Agreement shall commence on the Effective Date first written above and shall terminate fifty (50) years from the Effective Date ("Term"). This Agreement shall be extended automatically for two (2) successive ten (10) year periods ("Renewal Term(s)") unless the District notifies the Board of its intention not to renew at least one hundred twenty (120) days prior to the commencement of the succeeding Renewal Term.

## SECTION III USE OF THE IMPROVEMENTS

3.1 **Grant of License.** During the Term and any Renewal Term, the District shall have use of ten (10) parking spaces in the Parking Lot during school hours. After school hours until 10:00 p.m. and 9:00 a.m. to 10:00 p.m. on weekends, the District shall have exclusive usage of the Parking Lot, except when special evening or weekend functions at the School require shared usage of the Parking Lot.

3.2 **Use of Parking Lot.** By the start of each school year, but no later than September 1 of each year of this Agreement, the Principal of the School and the Supervisor of the Park shall meet and determine a usage schedule for the upcoming school year, including the summer months, for the Parking Lot (the "Annual Usage Schedule"). The Annual Usage Schedule shall specifically address the commencement time for the District's exclusive usage of the Parking Lot. 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. In the event the parties cannot agree on an Annual Usage Schedule, the Board's Chief Operating Officer and the District's General Superintendent shall determine the Annual Usage Schedule.

3.3 **Legal Holidays.** The parties agree that the Parking Lot may be open and available for use by the Park on legal holidays in accordance with the terms of the Annual Usage Schedule.

3.4 **Maintenance and Repairs.** During the Term or any Renewal Term, the Board agrees to provide routine janitorial services and maintenance, at its own risk and expense, to the Parking Lot during the school year (September to June). During the summer months of July and August, the District shall provide, at its own risk and expense, routine janitorial services and maintenance. The Board shall provide any and all repairs to the Parking Lot. In the event the Board incurs additional janitorial, maintenance or repair expense resulting from the District's use of the Parking Lot, the Board's Chief Operating Officer and the District's General Superintendent will meet to establish an annual budget for such additional costs. Upon presentation of an invoice for such additional janitorial service, maintenance or repair, as agreed to by the parties, the District shall reimburse the Board up to an amount not to exceed the budget.

3.5 **Security.** During the Term or any Renewal Term, the Board shall provide security as customary for the School during school hours and the District shall provide security as customary for the Park during its exclusive use of the Parking Lot.

#### **SECTION IV INDEMNITIES**

4.1 **The Board.** The Board shall save and hold harmless the District, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens, arising directly or indirectly, during the Term or any Renewal Term, out of the acts or omissions of the Board, its officers, employees, or agents, unless the above mentioned injuries, damages or losses result from the willful acts or omissions of the District.

4.2 **The District.** The District shall save and hold harmless the Board, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens, arising directly or indirectly, during the Term or any Renewal Term, out of the acts or omissions of the District, its officers, employees, or agents, unless the above mentioned injuries, damages or losses result from the willful acts or omissions of the Board.

#### **SECTION V NOTICES**

5.1 **Notices to Parties.** Any notice, certificate or other communication provided under this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the Board:

Chief Operating Officer  
Board of Education of the City of Chicago  
125 South Clark Street, 16th Floor  
Chicago, IL 60603

Copy to:

Board of Education of the City of Chicago  
125 South Clark Street, 7th Floor  
Chicago, IL 60603  
Attn: General Counsel

If to the District:

Chicago Park District  
541 North Fairbanks  
Chicago, IL 60611  
Attn: General Superintendent

Copy to:

Chicago Park District  
541 North Fairbanks  
Chicago, IL 60611  
Attn: General Counsel

Notices shall be deemed received by the parties three (3) days after mailing.

5.2 **Changes.** The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

## SECTION VI MISCELLANEOUS PROVISIONS

6.1 **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 written instrument executed by the parties hereto. The District shall post on the Park bulletin board any amendment or other modification of this Agreement no less than sixty (60) days prior to the proposed date of implementation of any such amendment or other modification.

6.2 **Conflict of Interest.** No member of the Board of Commissioners of the District nor any Board member, official or employee of the Board or the District shall have any financial or ownership interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the Board or the District shall be personally liable for the performance of the Board or the District pursuant to the terms and conditions of this Agreement.

6.3 **Mutual Assistance.** The parties agree to execute and deliver all documents, instruments and certificates, as may be necessary or appropriate to perform their obligations consistent with the terms and provisions of this Agreement.

6.4 **Disclaimer.** No provision of this Agreement, nor any act of any representative of the Board or the District shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Board or the District.

6.5 **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 in any way the express terms and provisions hereof.

6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6.7 **Successors and Assigns.** The terms of this Agreement shall be binding upon the Board and the District. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties.

6.8 **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.9 **No Warranty.** The District hereby makes and has made no representations, statements, warranties or agreements to the Board in or in connection with this Agreement or the Parking Lot. The Board hereby makes and has made no representations, statements, warranties or agreements to the District in or in connection with this Agreement or the Parking Lot.

6.10 **Designated Representatives.** The parties hereby designate the District's General Superintendent and the Board's Chief Operating Officer as the authorized representatives to audit and coordinate any issues of interpretation and application of this Agreement relating to use of the Parking Lot.

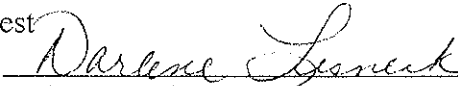
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

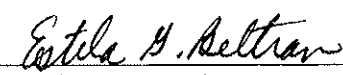
**CHICAGO PARK DISTRICT**

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


By:   
Timothy J. Mitchell, General Superintendent

By:   
Michael W. Scott, President

Attest  
By:   
Darlene Lesniak, Secretary

Attest  
By:   
Estela G. Beltran, Secretary

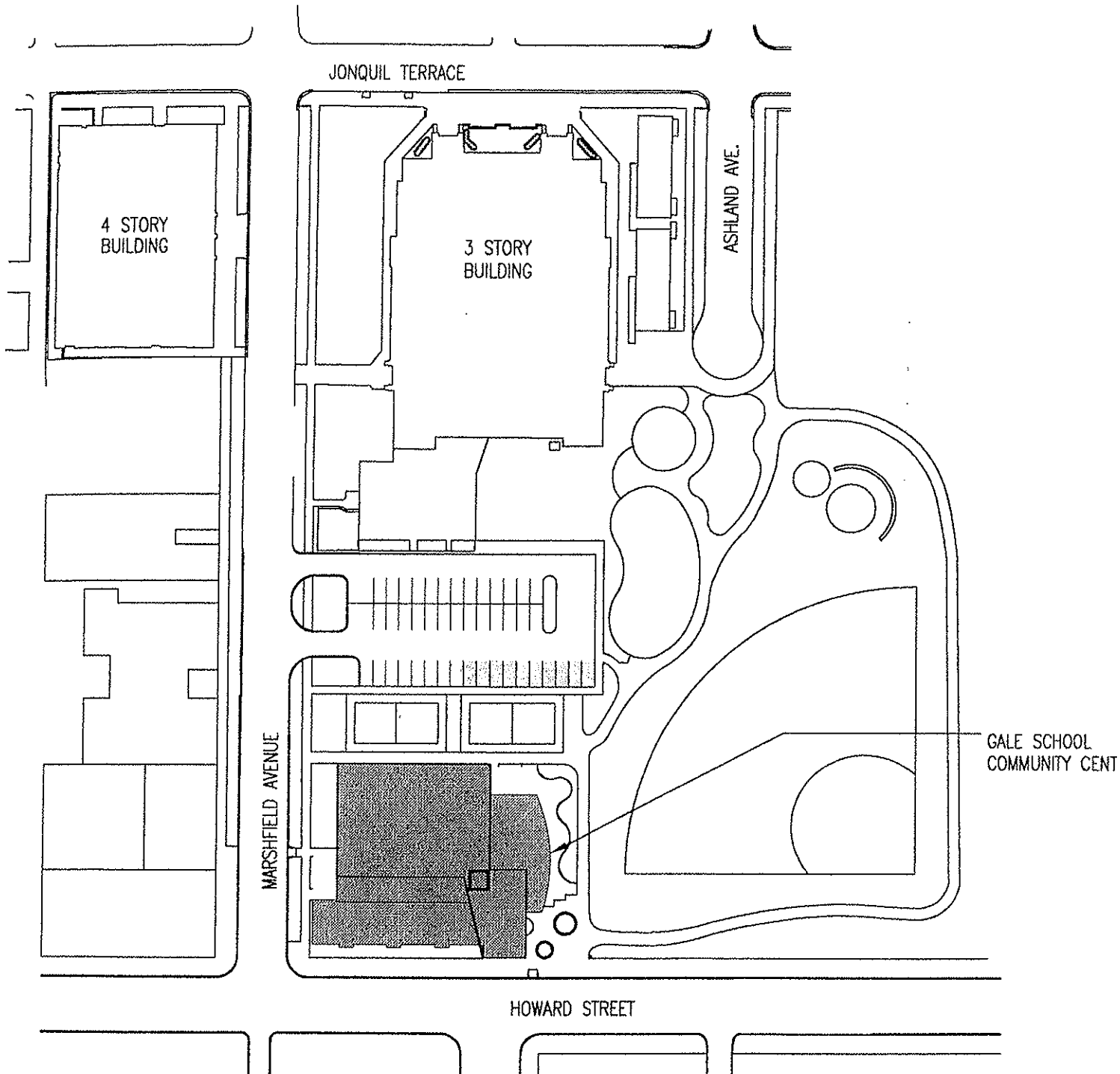
Board Report No: 04-0728 -0P19

Approved as to Legal Form: 

  
Ruth Moscovich, General Counsel

EXHIBIT A

SITE MAP



# LOCATION MAP

