

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE CHICAGO PARK DISTRICT**

**AND**

**THE BOARD OF EDUCATION OF**

**THE CITY OF CHICAGO**

**RELATING TO THE**

**GROUND LEASE AND SHARED USE OF**

**BELMONT CRAGIN ELEMENTARY SCHOOL**

**AND**

**RIIS PARK**

**EFFECTIVE AS OF JANUARY 19, 2023**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CHICAGO PARK DISTRICT AND THE CHICAGO BOARD OF EDUCATION  
RELATING TO THE GROUND LEASE AND SHARED USE OF  
BELMONT CRAGIN ELEMENTARY SCHOOL AND RIIS PARK**

THIS INTERGOVERNMENTAL AGREEMENT TO LEASE LAND TO THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND FOR THE SHARED USE OF FACILITIES (BELMONT CRAGIN ELEMENTARY SCHOOL AND RIIS PARK) (the “**Agreement**”), dated as of the 19<sup>TH</sup> day of January 2023 (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 1 North Dearborn Street, Chicago, Illinois 60602, the Chicago Park District (the “**Park District**” or “**District**”), a municipal corporation, having its principal offices at 541 North Fairbanks, Chicago, Illinois 60611. The Board or Park District are sometimes referred to singly as a “**Party**” and jointly as the “**Parties**”.

RECITALS:

A. The Park District is the owner of the land and improvements comprising Riis Park, which is located in the vicinity of Fullerton and Meade Avenues and commonly known as 6100 W. Fullerton Avenue, Chicago, Illinois, as legally described on **Exhibit A** hereof (the “**Property**” or “**Park**”).

B. At the request of the Board, and with the consent of the Park District, the Public Building Commission of Chicago (the “**Commission**”) shall develop and construct a new replacement Belmont Cragin Elementary School (“**School**”) attached to the existing Park District Field House (“**Field House**”) and new parking lot (“**Parking Lot**”), for the benefit and use of the Board, on a portion of the Property located at the Southeast Corner of Fullerton and Meade Avenues consisting of approximately 3.27 acres of land, more or less, as legally described and depicted on **Exhibit B** hereof (the School, the drop-off lane and Parking Lot comprising the leased premises are collectively referred to as the “**School Property**”).

C. The new Pre-K through 8th grade elementary School consists of a three-story academic wing and a two-story gym and service wing with a total building area of approximately +/- 90,000 square feet to accommodate approximately 690 students. The School will include performing arts and athletic amenities and classrooms such as art, music and science to fulfill the School’s mission and allow for growth of the School.

D. The Commission shall also construct, for the use and benefit of the Board and/or Park District, certain site improvements that will be used by the parties to the extent and in the manner provided by this Agreement. The site improvements include demolition of the ice rink and gymnasium attached to the existing Field House, construction of a new fire lane and parent drop-off, new walkway, a playground for children ages 2-5, a playground for children ages 5-12, a garden/sensory area and other improvements as described on **Exhibit C** hereof (the School, Parking Lot and other site improvements are collectively referred to as the “**School Project**”). The boundaries of the School Project are depicted on Exhibit B and referred to herein as the “**School Project Work Site**”.

E. The School Project includes, among other things, certain athletic and recreational facilities and ancillary improvements including a gymnasium that will be used jointly by the Board and the Park District as more fully described in Section 3.1 herein (the “**Shared Use Facilities**”).

F. The School Project also includes certain dedicated facilities and improvements for the exclusive use of the Park District and its designees including an equipment storage area, an administrative office, an elevator for accessibility to the Field House and other facilities as more fully described in Section 3.1 herein (the “**Exclusive Use Facilities**”).

G. The School Project shall be undertaken by the Commission, at the cost and expense of the Board, pursuant to the provisions of an Intergovernmental Agreement, dated February 1, 2007, between the Board and the Commission, regarding the Modern Schools Across Chicago Program and Other Projects. The Board authorized the undertaking of the School Project by the Commission on June 26, 2019, pursuant to Board Resolution 19-0626-RS7, as may be amended from time to time.

H. In consideration of its shared and exclusive usage of the athletic and recreational facilities and ancillary improvements, the Board of Commissioners of the Park District, by Resolution #20-1246-1202 adopted on January 13, 2021 approved the lease of the School Property to the Board or its designee on the terms provided in this Agreement.

I. The Park District is empowered to transfer real estate interests to units of local government pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. and to enter into a lease and joint use agreement with the Board for more than fifty (50) years pursuant to 105 ILCS 5/34-20.1.

J. By Board Report No. 20-1118-OP1, dated November 18, 2020, the Board approved entering into an intergovernmental agreement with the Park District for the acceptance of a leasehold interest in the School Property necessary for the construction and operation of the School and the shared and exclusive use of the athletic facilities.

K. The Park District may also construct, at the cost and expense of and for the use and benefit of the Park District, certain site improvements to the water park feature and the Field House, located south of and adjacent to the School Property (“**Park Improvements**”). The Park District does not need CPS approval to construct site improvements in the Park not within the School Property.

L. The Commission, as part of the School Project, will construct certain site improvements to the Field House as identified and described in the Issue for Construction drawings issued on July 30, 2021 (the “**IFC**”). The site improvements to the Field House are referred to herein as the “**Field House Improvements**”. The Park District acknowledges and agrees that it has received and reviewed the IFC, including the Field House Improvements.

M. The Park District may request the Board to include additional site improvements that are not included in the IFC drawings for the School Project or Field House Improvements as a part of the construction of the School Project and Field House Improvements, at the cost and expense of the Park District. Any changes or modifications to the IFC drawings for the School Project and Field House Improvements shall be approved in writing by the Board, which approval

shall not be unreasonably delayed, conditioned or withheld. Any additional site improvements requested by the Park District shall be documented and include the cost of such additional work, including materials and labor. The Park District shall reimburse the Board for the cost of such additional site improvement(s) within thirty (30) days of invoicing from the Board.

N. The parties have determined that it is in their best interests to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

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

## **SECTION II LEASE; TERM AND ZONING**

2.1 **Lease.** In consideration of the construction of the School with the Shared Use Facilities and Exclusive Use Facilities for the benefit of the Park District, and the other improvements made as part of the School Project, the Park District hereby leases to the Board and the Board hereby accepts a leasehold interest in and to the School Property, legally described in **Exhibit B**, on the terms and conditions of this Agreement.

2.2 **Lease Term.** This Agreement shall commence on the Effective Date and shall end forty (40) years from the date the certificate of occupancy is issued for the School (the "**Term**"). The parties will confirm, in writing, the termination date of this Agreement immediately after the certificate of occupancy is issued for the School. Provided that the Board is not in default, the Term shall be extended automatically for one successive (40) year period (the "**Renewal Term**") unless the Board notifies the Park District of its intention not to renew at least one hundred twenty (120) days prior to the commencement of the Renewal Term.

2.3 **Condition of the Property.** The Park District has made no representations or warranties as to the condition of the School Property to be leased under this Agreement, and the Board has not relied upon any such representation or warranty in connection with its inspection or testing of the School Property. The Board accepts its leasehold interest in the School Property "**WHERE IS**" and "**AS IS.**"

2.4 **Reversion of Leasehold Interest.** The Board agrees that the School Property shall be used primarily for educational purposes, and the Park District may terminate this Agreement after ninety (90) days prior written notice to the Board if:

A. There is no educational instruction conducted on the School Property for more than two years (see Section 8.1:3) or;

B. The Board abandons and leaves the School Property vacant and unsecured for more than thirty (30) consecutive days.

This provision does not apply if the School building is closed for summer vacation, renovation, rehabilitation, remodeling, health issues or due to Force Majeure.

**2.5 Real Estate Tax Exemption and Tax Division.** The School Property is currently exempt from real estate taxes. The Park District agrees to and will cooperate with the Board to maintain such tax-exempt status as long as the School Property is used by the Board for the tax-exempt purpose of this Agreement.

The Park Property is currently identified by PIN: 13-29-316-001-0000 which covers more area than the School Property which is the subject of this Agreement. The Park District and Board agree to cooperate and to jointly file, at Board's expense, a tax division application to obtain a separate Property Identification Number for the School Property (the "**Tax Division**").

**2.6 Board Responsibilities at Conclusion of Term.** At the conclusion of the Lease Term, the Board shall deliver the School building, after an inspection and final walkthrough with the Park District, in a clean, safe and secured condition, with all existing available documentation, warranties and other applicable building information delivered to the Park District thirty (30) days prior to the conclusion of the term.

**2.7 Documentation.** The Board shall deliver to the Park District, upon completion of the School Project, (1) an updated ALTA survey showing the existing conditions of the site of the School Project, including the School, (2) a set of as-built drawings on an agreed upon format for the construction of the improvements comprising the School Project, including the School.

**2.8 Reciprocal Access Rights.** The Park District hereby grants to the Board a non-exclusive right of access ("**Right of Access**") over Riis Park for: i) pedestrian ingress and egress to the School entrances, ii) vehicular ingress and egress to the Parking Lot, iii) use of the Park during school hours, iv) after school programs and v) maintenance and repair of the School building and Parking Lot. The Board hereby grants to the Park District a non-exclusive Right of Access over the School Property for pedestrian ingress and egress to Riis Park and the School, and vehicular ingress and egress to and within the Parking Lot; vehicular use of the drop-off lane is excluded from the Right of Access. The location of the Right of Access shall be mutually agreed to by the Parties' authorized representatives.

**2.9 Zoning; Creation of a Separate Plan Development for the School Property.** Riis Park, including the existing Fieldhouse, is currently zoned POS. The School Property, including the Fieldhouse, consisting of 3.27 acres will be rezoned as a separate Institutional Plan Development ("**IPD**"). The Park District hereby consents to the creation of a separate plan development for the School Property and Fieldhouse and the facilities to be constructed thereon. The Board and the Park District will work cooperatively on the creation of the separate plan development for the School Property and Fieldhouse and to obtain the approvals and permits for the improvements to be constructed thereon. The Chicago Park District, as owner of Riis Park retains ownership and control of the land for purposes of filing and negotiating the planned development, and shall be co-applicants on the zoning application. The Parties further agree that

the Park District may seek zoning amendments, changes or modifications for the Park, including the Field House, and the Board for the School Property without consent from the other Party, provided the change(s), amendments or modifications do not affect: the Exclusive Use Facilities within the School, the Shared Use Facilities, the Park District's designated parking spaces, access to the School Property or impair or reduce the development rights of the other party under the IPD. Any zoning amendments, changes or modifications that affect the Exclusive Use Facilities within the School, the Shared Use Facilities, the Park District's designated parking spaces, access to the School Property or impair or reduce the development rights of the other party under the IPD shall require the consent of both the Park District and the Board during the Term or any Renewal Term of this Agreement.

### SECTION III USE OF THE IMPROVEMENTS

3.1 **Grant of License – District's Exclusive Use Facilities.** Upon completion of the School, the Park District shall have the sole use and occupancy of the Exclusive Use Facilities. The Exclusive Use Facilities shown on **Exhibit C** attached hereto and shall include: **(a) the vestibule, lobby near the gym and service wing, (b) elevator, (c) storage room in gym, (d) all gender toilet (Room 168) accessible through the gym, (e) gym office, (f) parking spaces and (g) water playground.** The Park District and its participants shall not enter upon any of the other School facilities except for the Exclusive Use Facilities and the Shared Use Facilities (described on **Exhibit D** hereof) unless granted express permission by the School's principal.

3.2 **Rights Reserved to the District.** The Park District reserves the right to make every determination with regard to the use of the Exclusive Use Facilities in the best interests of the Park District. The Park District acknowledges and agrees that it shall comply with CPS security, health and safety protocols with respect to said use. The Park District may make minor, cosmetic alterations, such as painting, floor coverings and window coverings to the Exclusive Use Facilities without the Board's prior consent. All other alterations or modifications, including structural, capital improvements, alterations to the School building systems such as mechanical, electrical and plumbing, and any alterations that require a building permit require the Board's prior written approval. The Park District has the right to delegate any of its functions under this Agreement to private firms that assume the obligations of the Park District under this Agreement upon written notice thereof to the Board.

3.3 **Usage of Shared Use Facilities; Priority Use.** Upon completion of the School, the Park District and the Board shall share the usage of the Shared Use Facilities. The Shared Use Facilities are more fully described on **Exhibit D** and shall include: **(a) the gymnasium, which shall be built with a mechanical space divider, (b) two (2) new playgrounds, (c) an outdoor garden/sensory area, and (d) a designated dumpster area.** Use of the gymnasium does not include use of the server, kitchen, freezer, etc. The Parties acknowledge and agree that athletic fields located at the Park are not considered shared use facilities under this Agreement and are not subject to this Agreement other than with respect to the Right of Access in Section 2.8. By the start of each school year, but no later than July 1 of each year of this Agreement, the Principal of the School and the Area Manager and/or Region Manager, or Chief Program Officer for the Park District shall meet and determine a mutual usage schedule for the upcoming school year, including

the summer months, for the Shared Use Facilities (the “**Annual Usage Schedule**”). The Annual Usage Schedule shall be in the form attached hereto as **Exhibit E** and executed by the School Principal and Area Manager and/or Region Manager, or Chief Program Officer. 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 School Principal and the Area Manager and/or Region Manager, or Chief Program Officer for the Park District cannot agree on an Annual Usage Schedule, the Board’s Chief Operating Officer and the Park District’s General Superintendent shall determine the Annual Usage Schedule.

The Board shall have sole use of the gymnasium on weekdays before and during regular school hours during the regular school year as established on the published CPS calendar. The Board and Park District shall have shared priority use of the gymnasium after school until 5:00pm. During such times of joint use, the mechanical divider shall be always securely in place unless agreed to by both parties and Park District programming during after school hours shall be for minors only; adult programming shall only be conducted after 5:00pm on these days. The Board shall have use of the portion of the gymnasium adjacent to the server. The Board shall also have sole use of the gymnasium for special events such as winter, spring and holiday assemblies and theatrical productions during the regular school year (“**Board’s Priority Use Time**”). The Board shall provide the Park District with thirty (30) days advance notice of any special events and cooperate with the Park District to reschedule any Park District programming affected by the special events.

The Park District shall have priority use of the gymnasium on weekdays during the regular school year from 5:00 pm. until the park closes (typically 11:00 p.m.), and all day during non-instruction school days during the regular school year, (“**Park District’s Priority Use Time**”).

The Board will provide the Park District with dates for use of the gymnasium for its summer programming on an annual basis, but no later than April 1 each year. If the Board does not provide the Park District with its summer programming schedule by that date, use of the gymnasium for the summer shall exclusively belong to the Park District. If the Board timely provides its summer programming schedule and the Board has scheduled summer programming or summer school, the Board and the Park District shall have joint use of the gymnasium, except during regularly scheduled Park District summer camp times and dates, when the Park District will have access to the entire gymnasium, with Board access limited to the kitchen/servery space. During such times of joint use, the mechanical divider shall be always securely in place unless agreed to by both parties and Park District programming during summer school hours shall be for minors only; adult programming shall only be conducted after summer school hours. The Board shall have use of the portion of the gymnasium adjacent to the server. The Board will not be permitted to conduct any summer programming that competes with similar Park District programming.

The Board shall have priority use of the gymnasium at all other times than the District’s Priority Use Time, including those times the Park District decides not to use the gymnasium during any of the Park District’s Priority Use Time. The parties shall have alternative use of the gymnasium on Saturdays from 8:00 a.m. to noon during the regular school year.

**The Board and Park District are not permitted to assign, rent or donate any of their time for use of the gymnasium to any entity, individual, organization or any other group.**

3.4 **Park District's Use of the Parking Lot.** The Board shall provide nine (9) designated, reserved parking spaces in the parking lot located on the School Property for Park District staff vehicle parking during the operating hours of the Park. The Park District's use of the parking spaces shall be in conjunction with and ancillary to authorized activities conducted at the Park. The remainder of the parking spaces are for the teachers, staff, parents and visitors to the School. All parking spaces, with the exception of four (4) designated parking spaces reserved for School administrators, shall be available for use by Park District personnel and patrons after 5:00 p.m. on weekdays and all day on weekends until 11:00 p.m. Unauthorized vehicles in the School Parking Lot during the school day or after 11:00 p.m. may be towed at the vehicle owner's expense. The Board may, but is not obligated to, post signs in the School Parking Lot notifying Park District personnel and patrons of these rules. The Board shall install and maintain a gate in the School Parking Lot and the Park District shall be responsible for locking the gate after its use and ensuring that no vehicles are parked overnight. All other parking lots within Riis Park shall remain for Park District use and the operation of maintenance vehicles and landscape operation. Parking lots solely under Park District control shall not be permitted for pick up and drop off of students or for use by school staff and teachers during regular school hours so as not to interfere with districtwide park maintenance operations run out of Riis Park.

3.5 **The Program.** The Annual Usage Schedule shall provide for the: (i) Cooperative use, management, operation and programming of the Shared Use Facilities and Park Improvements; and (ii) Supervision of programs of the Park District in the Shared Use Facilities (collectively the "Program"). In the event of a conflict between an Annual Usage Schedule and this Agreement, this Agreement shall govern and control. The Program will operate each year of this Agreement, beginning with each school year. At no time shall the activities of either party or user interfere with the activities of the other party or user during the Term or any Renewal 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 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, the Board shall give the Park District not less than one hundred twenty (120) days' advance, written notice thereof and the parties shall in such time agree to reasonable accommodations to the Park District for any actual physical or temporal disruption of the Park District's Program. In the event the Park District plans any major reconfiguration or relocation of its athletic fields or Park Improvements located adjacent to the School, the Park District shall give the Board not less than one hundred twenty (120) days' advance, written notice thereof and the parties shall in such time agree to reasonable accommodations to the Board for any actual physical or temporal disruption of the Board's use of the Park Improvements. 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 Districts' personnel policies, take such action as is deemed necessary regarding such personnel.



3.6 **Legal Holidays.** The parties agree that the Shared Use Facilities may be open and available for use on legal holidays in accordance with the terms of the Annual Usage Schedule.

3.7 **Utilities.** The Board shall provide the following utilities for the new School including the Exclusive and Shared Use Facilities: hot water, electricity, phone, internet and gas. The Board, at its own expense, agrees to provide conduits and adequate telephone connections for the Exclusive Use Facilities. The Park District shall be responsible for customary user fees charged by local communication service providers for telephone and internet services within the Exclusive Use Facilities.

3.8 **Responsibility and Supervision of Programs.** Board programs at the School or the Park shall be administered and supervised by Board employees who shall be present and responsible for the activities while any Board program is in actual operation. Park District programs at the School or the Park shall be administered and supervised by Park District employees (supervisors and instructors) who shall be present and responsible for the activities while any Park District program is in actual operation. The Park District shall not have any responsibility for transporting field equipment used in Board programs or events.

3.9 **Personal Property.** During the Term or any Renewal Term, neither party shall use the personal property of the other party without prior written consent. At the time of determining each Annual Usage Schedule, the parties shall also exchange a list of items of personal property that the other party may use in connection with its programs and consent shall be deemed given once such Annual Usage Schedule is finalized. Each party shall be responsible for providing its own sports equipment such as balls, volleyball nets, floor mats and cones, etc.

3.10 **Security Personnel and Cameras.** The Park District shall provide such security personnel and measures, as it deems necessary, to properly manage and supervise the Park programs during its use of the Exclusive Use Facilities; each Party shall be responsible for providing security personnel during its use of the Shared Use Facilities. The Board shall have no obligation or duty to provide any security for the Park District during its hours of operation of the Program or use of the Facilities. The Parties agree to cooperate and to provide each other with information to improve their security efforts. If necessary, both parties agree to the installation of security cameras and monitoring equipment to ensure the safety and security of their patrons, students and staff.

3.11 **Background Check Requirements.** The Park District and the Board shall comply with the Background Check Requirements set forth in **Exhibit F** attached hereto and made a part of this Agreement.

3.12 **Conflict Resolution** In the event of a dispute between Park District staff and Board personnel on site, all efforts will be made to resolve said dispute without disruption of scheduled Park District and Board programs. The Park District and the Board shall annually designate the authorized representatives who will handle any disputes.

3.13 **Board Access.** The Park District shall permit the Board or Board's agents to enter the Park District's Exclusive Use Facilities for any of the following purposes: (i) inspection of the Exclusive Use Facilities; (ii) making structural maintenance and repairs; and (iii) in emergencies.

The Board or the Board's agents shall make the request for inspection or repairs to the Park Supervisor or their designee to arrange a mutually agreeable time so as not to interfere with Park District programming; in the case of any emergency, the Board or the Board's agent shall make good faith efforts to contact the Park Supervisor or their designee as soon as possible to provide notice but may enter the Exclusive Use Facilities at any time. An emergency shall be defined as an event, danger, or safety hazard that must be remedied and resolved within 24-48 hours to avoid injury or death to person or substantial damage or loss to property.

3.14 **Dumpsters.** The Park District is granted the use and access of one space in the dumpster pad/area for the placement of its dumpster in accordance with the shared use facilities as described on Exhibit D.

## SECTION IV

### MAINTENANCE; REPAIRS AND SIGNAGE

#### 4.1. **Janitorial Services, Routine Maintenance and Repairs.**

During the Term or any Renewal Term, the Park District agrees to provide routine janitorial services, maintenance, and non-structural repairs, at its own risk and expense, to the Exclusive Use Facilities, and Field House. In addition, the Park District shall provide landscaping and maintenance services for the School Project area (excluding School Property) including the area surrounding the two (2) new playgrounds, the outdoor garden/sensory area and the perimeter around the School Parking Lot (the landscaped area outside of the leased School Property) and the Parking Lot grass.

The Board shall provide all routine janitorial services, maintenance and non-structural repairs, at its own expense (other than repairs due to damage caused by the Park District, its program participants, invitees or guests and with respect to the floor of the gymnasium after use by the Park District), to the Shared Use Facilities, including fixtures attached to the building, such as the mechanical gymnasium divider, basketball nets, backboards and poles and any mats attached to basketball poles, the replacement of light bulbs in the gym and resurfacing the gym floor. The Board shall be responsible for all repairs, equipment replacement, structural maintenance and routine maintenance of the two (2) playgrounds and the outdoor garden sensory area.

The Parties shall be responsible, at their own risk and expense, for promptly removing all trash and debris and providing janitorial services to the Shared Use Facilities to ensure that they are in a neat, clean and sanitary condition after each Parties use of said facilities. Each party shall be responsible for ensuring that the gym floor is broom swept or mopped daily after each Parties use of the gym. The Park District acknowledges that the gym is used as a cafeteria by the School and after the Park District's use, the gym must be left in a neat and clean condition with all trash and debris removed and placed into trash receptacles, any spills or substances on the floor removed and the floor swept after each use and mopped weekly using cleaning products comparable to cleaning products used by the Board and appropriate for the gym floor surface. Further, the Board must provide a reasonable number of trash receptacles, but no fewer than eight (8), in the two (2)

new playgrounds to account for the intensive use by the Board's students and staff. Each Party shall be responsible for ensuring that the playgrounds are swept after each Parties use. In the event a Party incurs additional janitorial and maintenance expenses resulting from the other Party's use of the Shared Use Facilities, the Board's Chief Operating Officer and the Park 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 non-structural repair(s), as agreed to by the parties, the Party who incurred the greater expenses shall be reimbursed by the other Party up to an amount not to exceed the budget. The Park District, at its own cost, agrees to provide supplies, such as office supplies, cleaning supplies, light bulbs, toilet paper and paper towels, used in connection with the Park District's use of the Exclusive Use Facilities.

**4.2 Structural Maintenance and Repairs.** During the Term or any Renewal Term, the Park District agrees to provide structural maintenance and repairs, at its own risk and expense, to the Field House. The Board shall provide any and all structural repairs and maintenance to the School (including the Exclusive Use Facilities) provided however, that the Park District shall be responsible for all maintenance and repairs to the elevator serving the Field House.

**4.3 Maintenance of Parking Lot and Walkway/Fire Lane.** The Board shall be responsible for capital improvements and maintenance, including snow removal, to the new twenty (20) foot walkway/fire lane, parent drop-off, shared fire lane and Parking Lot.

**4.4 Signage.** The Park District's entrance to the Exclusive and Shared Facilities is on the east side of the School adjacent to Meade Avenue. To direct District's personnel and patrons to the correct entrances, the District may install directional and identification signage, similar to the District's signage in Riis Park, on the Board's School Property. The District shall obtain the School Principal's approval of the location, height and wording of the District's signs on the Board's School Property before the District's signage is installed. The Board may be permitted to install signage as approved by the Park District, including any temporary signage

## SECTION V PARK IMPROVEMENTS

**5.1 Park Improvements.** The Park District may construct the Park Improvements which shall be for the use and benefit of the Park District on land owned by the Park District as legally described on **Exhibit A**. The Park Improvements shall be constructed pursuant to the terms of this Agreement and the Master CPD IGA, if applicable.

**5.2 Board's Use of the Park.** So long as the Term and renewals thereof remain in effect and provided the Board is not in default under the terms of this Agreement, the Park District shall grant the Board a license to use the Park following the completion of the Park Improvements. The Board's use of the Park Improvements at the Park during school hours shall be only in accordance with the Annual Usage Schedule.

## SECTION VI INDEMNITIES

**6.1 The Board.** The Board shall undertake the following:

6.1.1. The Board shall save and hold harmless the Park 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 (collectively, “Losses”), arising directly or indirectly under this Agreement resulting from the Board’s conduct or management of the Program, or from the Board’s activities under this Agreement, or from any work performed at the School or Park by the Board, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the Park District.

6.1.2. The Board shall save and hold harmless the Park District, its officers, employees, agents, successors and assigns from any liability under the Illinois Workers’ Compensation Act, or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Program or from anything whatsoever done in or about the Park or School by the Board, its officers, employees, agents, or contractors, except that when Board employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the Park District, such persons will be considered Park District employees for the purpose of the Illinois Workers’ Compensation Act and Illinois Occupational Diseases Act.

**6.2 The Park District.** The Park District shall undertake the following:

6.2.1. The Park 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 (collectively, “Losses”), arising directly or indirectly under this Agreement resulting from the Park District’s conduct or management of the Program, or from the Park District’s activities under this Agreement, or from any work performed at the School or Park by the Park District, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the Board.

6.2.2. The Park District shall save and hold harmless the Board, its officers, employees, agents, successors, and assigns from any liability under the Illinois Workers’ Compensation Act, or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Program or from anything whatsoever done in or about the Park or School by the Park District, its officers, employees, agents, or contractors, except that when Park District employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the Board, such persons will be considered Board employees for the purpose of the Illinois Workers’ Compensation Act and Illinois Occupational Diseases Act.

**6.3 No Waiver of Governmental Immunity.** The indemnities contained in this Agreement shall survive any termination or expiration of this Agreement. Nothing in this Agreement shall be deemed, construed or constitute a waiver of the Board’s or Park District’s defenses, rights and governmental immunities provided by law.

## SECTION VII CONSTRUCTION ACTIVITIES AT THE PARK

7.1 **Covenant to Build.** As consideration for the Property, leased to the Board at no fee, the Board shall construct the School with the Shared Use Facilities, the Exclusive Use Facilities and improvements included in the School Project for the use and benefit of the Park District. The Board shall construct the School in accordance with the drawings, plans and specifications approved by the applicable City of Chicago agencies or departments having jurisdiction and in accordance to the terms and provisions of this Agreement, all in consultation and agreement with the Park District.

7.2 **Restoration of the Park.** The Board shall restore and repair any damage to the Park, including the running track, to the condition that existed immediately prior to the construction activities on the Property. The Board will keep the Property and the Park free of any mechanic's or material men liens for work or services performed. The Board agrees not to allow any such liens to be filed against the Park at any time, and further agrees to indemnify and hold harmless the Park District from and against any and all such claims. Further, the Board shall dismantle and make available for pick-up by the Park District the existing playground and Ice Rink equipment for use at another Park District location

7.3 **Right of Entry.** Subject to the provisions of this Section VII, upon two (2) business day's prior notification, the Park District shall permit the Board, or its authorized or designated representatives or agents to enter on the Property, so long as any such entry does not unreasonably disturb the use of the Property or Park by the Park District and is made during reasonable business hours and so long as such entry is accompanied by a representative, agent or employee of the Park District, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on the Property as the Board may reasonably deem necessary. The Board shall maintain and require any person or firm hired to perform such inspections and tests to maintain liability insurance, naming the Park District as an additional insured, in amounts and coverages reasonably acceptable to the Park District. The Property shall be kept free of any liens or encumbrances arising out of the work performed, materials supplied or obligations incurred by the Board or its contractor. The Property shall be restored to the same condition as existed immediately before such entry if such entry resulted in any damage. For purposes of this Section 7.3, the Park District authorized representative shall be the Region Manager, Stacy Anti, telephone number (312) 285-1276, and the Board authorized representative shall be the Director of New Construction, Brian Zator, telephone number (773) 553-1271.

7.4 **Construction Easement.** Subject to the terms and conditions of the construction permit issued by the Park District to the Board and its contractor(s), the Park District grants to the Board and its contractors a right of entry license over the Park for construction activities related to the School Project. The location of the right of entry license and stipulations imposed on the construction permit shall be determined by the Board's contractor, in consultation and agreement with the authorized Park District representative for the School Project. The Board shall apply to the Park District for the construction permit prior to entry on the Park or commencement of construction. The construction easement will be removed upon substantial completion of the

School Project, and any future construction outside of the actual School building that requires the use of Park District land will require a construction access permit from the Park District.

**7.5 Environmental.** The Commission, at the direction of the Board shall construct the School Project in accordance with the approved and permitted plans and specifications, sound and generally accepted engineering and construction practices and procedures and in accordance with all federal, state, county and local/municipal laws, statutes, regulations, and orders, including environmental laws pertaining to the construction, maintenance and use of the School Project.

7.5.1 Prior to construction, the Board shall direct the Commission to perform an environmental survey of the School Project Work Site. Any environmental consultants performing said testing shall submit their work plans to the Park District for review and approval by the Park District, whose approval shall not be unreasonably withheld.

7.5.2 Upon approval of the work plan described in Paragraph 7.5.1, the environmental consultants shall obtain a Park District access permit before beginning any physical work in the Park. Access permits that are required for both testing and any necessary remediation work are available by contacting Claudine Malik, Park District Permits Manager, at 312-742-4660.

7.5.3. After the results of the testing at the School Project Work Site are received by the Commission and the Board, all results, including any raw data collected, shall be shared with the Park District for review. Upon full review by all parties, the Park District shall provide comments on the scope of the remediation (if required), if any further testing may be required, and the remediation work plan itself, which must be approved by the Park District.

7.5.4 Any contamination identified by the environmental testing within the School Project Work Site shall be fully delineated and remediated by the Board at its sole expense.

7.5.5 The Board and Commission shall be responsible for applying for and receiving approvals from any and all approving agencies before proceeding with construction (including site grading or demolition) on the School Project, including the Illinois Environmental Protection Agency ("IEPA") and the Environmental Protection Agency ("EPA").

## **SECTION VIII NOTICES**

8.1. **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  
42 West Madison Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60603

Copy to: Board of Education of the City of Chicago  
One North Dearborn Street, 9th Floor  
Chicago, Illinois 60603  
Attention: General Counsel

If to the Park District: Chicago Park District  
541 North Fairbanks, 7th Floor  
Chicago, Illinois 60611  
Attention: General Superintendent

Copy to: Chicago Park District  
541 North Fairbanks, 3rd Floor  
Chicago, Illinois 60611  
Attention: General Counsel

Notices by mail shall be deemed received by the parties three (3) days after mailing. Notices by hand delivery shall be deemed received when personally delivered.

8.2 **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 IX DEFAULT AND TERMINATION

9.1. **Event of Default.** Any of the following shall constitute an event of default (“Event of Default”) under this Agreement:

9.1.1. The material violation or breach by the Board or the Park District of any law, statute, rule regulation of any governmental or administrative agency having jurisdiction over the Board or the Park District with respect to the activities authorized by this Agreement at the School or the Park and the continuation of such violation or breach for a period of thirty (30) days after such agency gives notice to the Board or the Park District (or sooner if such violation or breach results in the initiation of enforcement proceedings against the Board or the Park District or gives rise to a hazardous or emergency situation at the Park or School).

9.1.2. The Board allows the School Principal to unilaterally modify or change the terms of the usage of the facilities constructed at the School for the benefit of the Park District or attempts to exclude the Park District from such facilities after thirty (30) days written notice.

9.1.3. After ninety (90) days prior written notice from the Park District to the Board, the Board:

(a) Ceases to use the School Property for educational purposes for more than two (2) years; or

(b) Abandons and leaves the School Property vacant and unsecured for more than thirty (30) consecutive days.

(c) The Board shall not be in default and this Section 9.1.3. does not apply if the School building is closed for summer vacation, or for renovation, rehabilitation, or remodeling.

9.1.4. A breach by the Board or the Park District of any other material provision of this Agreement and said breach or violation continues for a period of thirty (30) days after one party gives notice thereof to the other. If such failure cannot be reasonably cured within such thirty (30) day period, the party shall have an additional 60 days to cure the default.

9.2 **Termination.** Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by notice thereof stating the effective date of termination. The indemnities contained in this Agreement shall survive any termination or expiration of this Agreement. A party shall not deem a termination an election of remedies. Each party reserves its remedies at law and equity. Nothing contained herein shall preclude the General Superintendent of the Park District and the Chief Executive Officer of the Board from resolving the Event of Default by means other than a termination of this Agreement.

## SECTION X MISCELLANEOUS PROVISIONS

10.1. **Entire Agreement; Amendment; Recording of Lease.** Except as otherwise provided herein, this Agreement and the Exhibits attached hereto and forming a part hereof, 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. This lease (or a Memorandum thereof) as agreed by the Park District and Board shall be recorded with the Office of the Recorder of Deeds, Cook County, Illinois.

10.2. **Conflicts of Interest.** No member of the Board of Commissioners of the Park District nor any Board member, official or employee of the Board or the Park 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 Park District shall be personally liable for the performance of the Board or the Park District pursuant to the terms and conditions of this Agreement.



10.3. **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.

10.4. **Disclaimer.** No provision of this Agreement, nor any act of any representative of the Board or the Park 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 Park District.

10.5. **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.

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

10.7. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon the Board and the Park District. Except as provided in Section 3.2, none of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties.

10.8. **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.

10.9. **No Warranty.** The Park District hereby makes and has made no representations, statements, or warranties to the Board in, or in connection with this Agreement, or the Property or improvements thereon. The Board hereby makes and has made no representations, statements, or warranties to the Park District in or in connection with this Agreement, the Exclusive Use Facilities, the Shared Use Facilities or the Park Improvements.

10.10. **Force Majeure.** When a period of time is herein prescribed or a date is specified for action to be undertaken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time and such date shall be extended by, any delay due to strikes, riots, epidemics, pandemics, acts of God, shortages of labor or material, war, declarations of emergency by governmental authorities, governmental laws, regulations or restrictions of any other cause of any kind whatsoever which is beyond the reasonable control of that party ("Force Majeure"). Subject to the preceding sentence, time is of the essence of every part of this Agreement.

10.11. **Inspections/Damage.** Representatives of the Board and the Park District shall jointly inspect each other's personal property prior to each day's use. If major damage results from the use by the Park District of the Board's property, the cost of repair of such major damage shall be borne by the Park District and shall be paid within thirty (30) days of invoice. If major damage results from the use by the Board of the Park 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 the Park District prior to the use of any athletic field and shall abide by the Park 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 and excludes capital improvements exceeding \$10,000.00, having a useful life greater than one year.

**10.12. Designated Representatives.** The parties hereby designate the Park District's General Superintendent and the Board's Chief Operating or Facilities Officer(s) as the authorized representatives to audit and coordinate any issues of interpretation and application of this Agreement relating to programming, staffing, use and maintenance of the facility to be constructed hereunder at the Park and shall meet, at least annually, during the Term or any Renewal Term of this Agreement to assess the programs and related issues under this Agreement. The Park District hereby designates its assigned Capital Construction Project Manager, as the authorized representative responsible for the planning, design development and inspections affecting the Park District and related to the construction and completion of the project. The Board hereby designates its assigned Chief Facilities Officer for the project as the authorized representative responsible for the planning, design development and inspections affecting the Board and related to the construction and completion of the project.

**10.13. Conflicts.** This Agreement shall not be legally binding on the Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105. This 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 restrict the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or termination for their terms of office.

**10.14. Ethics.** The Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, is hereby incorporated and made a part of this Agreement. The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, is hereby incorporated and made a part of this Agreement.

**10.15. Contingent Liability.** Any expenditure beyond the current fiscal year is deemed a contingent liability subject to appropriation in the subsequent fiscal year budget(s).

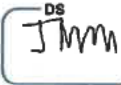
**10.16 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. A signature delivered by facsimile or electronic means shall be considered binding on both Parties.

**(SIGNATURE PAGE IMMEDIATELY FOLLOWS)**

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

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

**CHICAGO PARK DISTRICT**

DocuSigned by:  
By: Miguel del Valle   
Miguel del Valle, President

By: \_\_\_\_\_  
Rosa Escanano  
General Superintendent & CEO

Dated: January 9, 2023 | 1:42:29 PM CST

Dated: \_\_\_\_\_

Attest:

Attest:

DocuSigned by:  
By: Estela G. Beltran  
Estela G. Beltran, Secretary

By: \_\_\_\_\_  
Sarah Gelder, Secretary

DocuSigned by:  
By: Pedro Martinez  
Pedro Martinez  
Chief Executive Officer

Board Report No: 20-1118-OP1  
21-0324-AR2-24; 21-0525-AR1-18; 21-0728-AR2-13;  
21-0922-AR1-11; 21-1117-AR1-10; 22-0126-AR1-7;  
22-0323-AR1-5; 22-0525-AR1-2; 22-0727-AR1-1;  
22-0928-AR1; 22-1026-AR1 (Sect. II-1)

Approved as to Legal Form:

DocuSigned by:  
By: Joseph T. Moriarty   
Joseph T. Moriarty, General Counsel


\_\_\_\_\_  
Heather Keil, Acting General Counsel

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

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

**CHICAGO PARK DISTRICT**

By: \_\_\_\_\_  
Miguel del Valle, President

By:   
Rosa Escareño  
General Superintendent & CEO

Dated: \_\_\_\_\_

Dated: 1-19-23

Attest:

Attest:

By: \_\_\_\_\_  
Estela G. Beltran, Secretary

By:   
Sarah Gelder, Secretary

By: \_\_\_\_\_  
Pedro Martinez  
Chief Executive Officer

Board Report No: 20-1118-OP1  
21-0324-AR2-24; 21-0525-AR1-18; 21-0728-AR2-13;  
21-0922-AR1-11; 21-1117-AR1-10; 22-0126-AR1-7;  
22-0323-AR1-5; 22-0525-AR1-2; 22-0727-AR1-1;  
22-0928-AR1; 22-1026-AR1 (Sect. II-1)

Approved as to Legal Form:

\_\_\_\_\_  
Joseph T. Moriarty, General Counsel

Heather L. Keil  
Heather L. Keil [Jan 10, 2023 16:40 CST]  
\_\_\_\_\_  
Heather Keil, Acting General Counsel

**INTERGOVERNMENTAL AGREEMENT  
BELMONT CRAGIN ELEMENTARY SCHOOL AND RIIS PARK**

**List of Exhibits**

1. **Exhibit A** Legal description of land owned by the Park District at 6100 W. Fullerton Ave., Chicago, IL (the “Property”)
2. **Exhibit B** Legal description of land leased by the Park District to the Board inclusive of Exclusive Use Facilities and a portion of the Shared Use Facilities (the “School Property”)
3. **Exhibit C** Description of School Project
4. **Exhibit D** Description of Exclusive and Shared Use Facilities
5. **Exhibit E** Form of Annual Usage Schedule
6. **Exhibit F** Background Check Requirements

**EXHIBIT A**

**Legal description of land owned by the Park District at  
6100 W. Fullerton Ave., Chicago, IL  
(the "Property" or "Park")**

**LAST GRANTEE - LEGAL DESCRIPTION**

Chicago Title Company, LLC  
820 Parkview Boulevard  
Lombard, IL 60148  
(800)284-7545

**Date:** March 27, 2019  
**Order No.:** 19007983S  
**Cover Date:** March 14, 2019

Legal Description of Land Searched: (See Attached)

Permanent Tax No. (P.I.N.):  
APN/Parcel ID(s): 13-29-316-001-0000

Street Address of Land Search  
(as furnished by Applicant):  
RIIS PARK  
Chicago, IL 60639

Grantee(s) in last recorded conveyance:  
THE CHICAGO PARK DISTRICT

In accordance with the application, a search of tract indices discloses the LAST DEED AND CONVEYANCE as follows:

Deed dated March 28, 1916 and recorded May 4, 1916 as Document No. 5860757 from THE MERCHANTS LOAN AND TRUST COMPANY, AS TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF SARAH H. KELLOGG, DECEASED, Grantor(s) to THE NORTH-WEST PARK DISTRICT, A MUNICIPAL CORPORATION, Grantee(s).

Deed dated March 28, 1916 and recorded May 4, 1916 as Document No. 5860758 from LOIS KELLOGG (A WIDOW) SOLE AND ONLY HEIR AT LAW AND NEXT OF KIN OF SARAH H. KELLOGG, DECEASED AND LOIS KELLOGG ISHAM (A SPINSTER), Grantor(s) to THE NORTH-WEST PARK DISTRICT, A MUNICIPAL CORPORATION, Grantee(s).



CHICAGO TITLE INSURANCE COMPANY

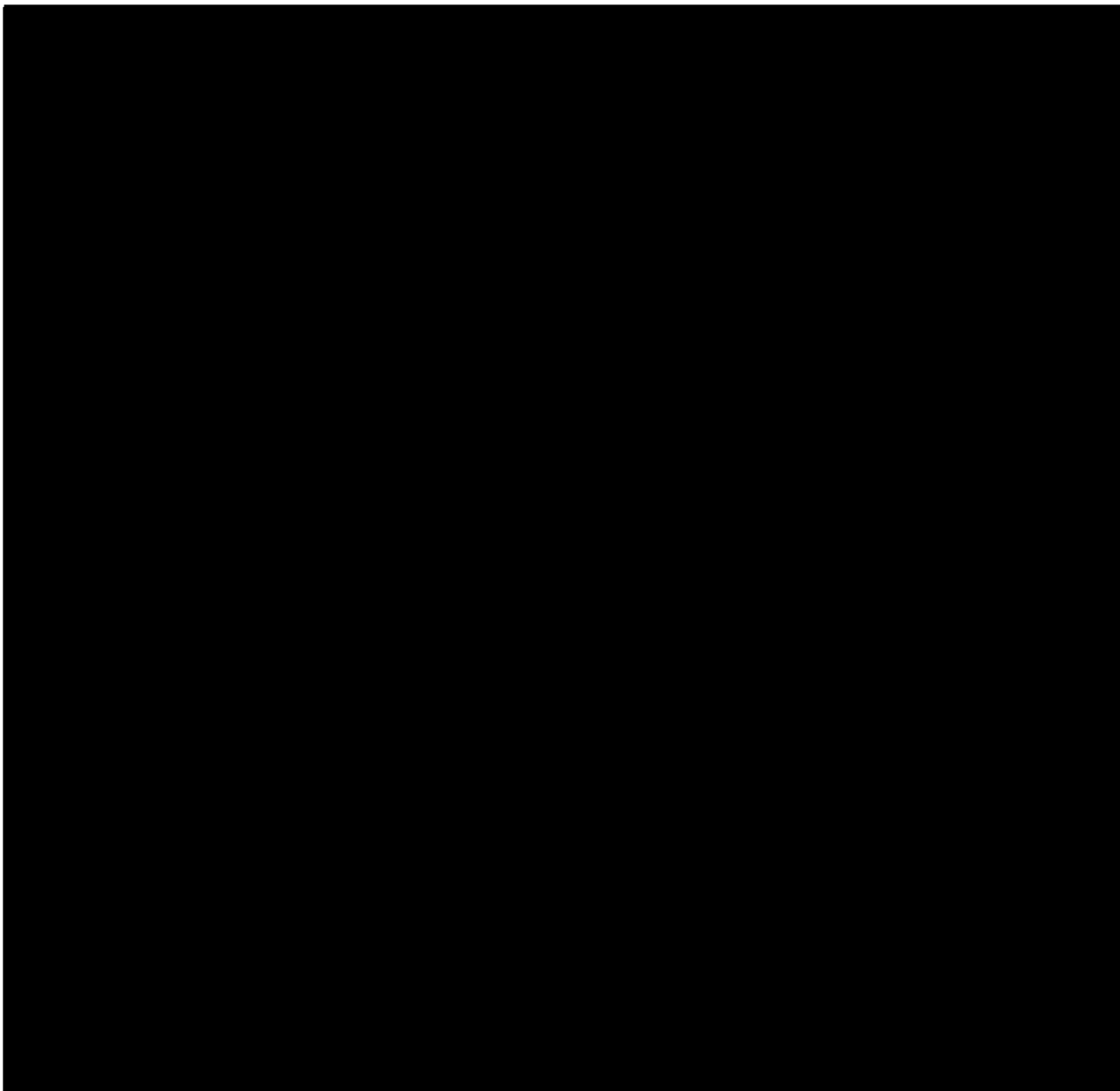
Legal Description

For APN/Parcel ID(s): 13-29-316-001-0000

THE SOUTH HALF (EXCEPT THE EAST 20 ACRES THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**Description of land leased by the Park District to the Board inclusive of Exclusive Use Facilities and a portion of the Shared Use Facilities (the “School Property”)**



**EXHIBIT C**

**Description of School Project and School Project Work Site**

The Board will construct a new replacement Belmont Cragin Elementary School attached to the existing Park District Field House and a new parking lot. The school building will consist of a three-story academic wing and two-story gym with a total building area of approximately +/- 90,000 square feet. In addition, the Board will demolish the existing ice rink and gymnasium attached to the existing Field House and construct a new fire lane, parent drop-off, walkway, a playground for children ages 2-5, a playground for children ages 5-12 and a garden/sensory area.



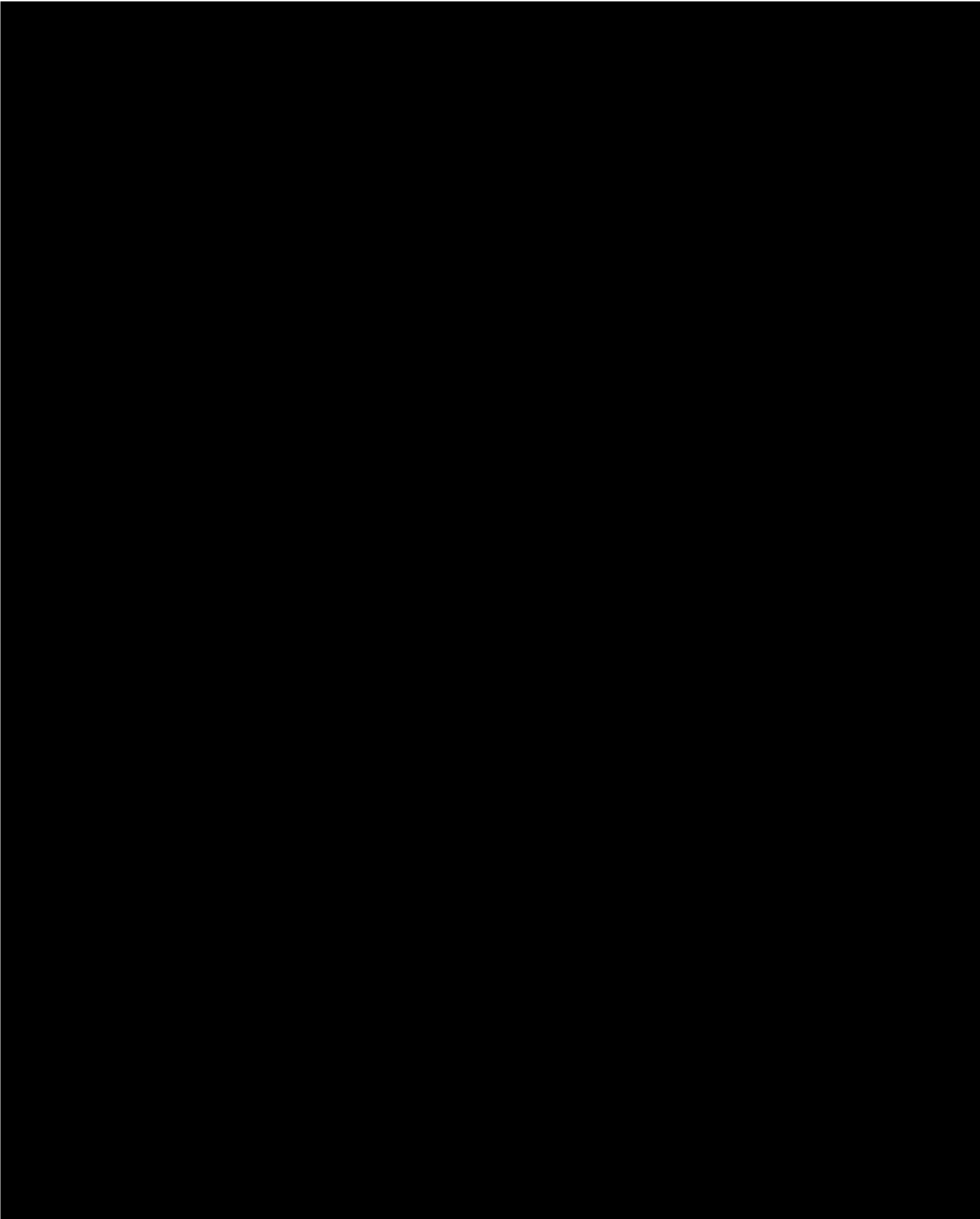
**EXHIBIT D**

**Description of Exclusive and Shared Use Facilities**

The Shared Use Facilities include the (a) gymnasium, (b) two (2) new, (c) an outdoor garden/sensory area, and (d) a dumpster area.

The Exclusive Use Facilities include the: (a) the vestibule and lobby near the gym and service wing, (b) elevator, (c) storage room in gym, (d) all gender toilet (Room 168) accessible through the gym (e) gym office, (f) parking spaces, and (g) water playground.

The Exclusive Use Facilities and Shared Use Facilities are indicated on the site plan and drawings below.



**EXHIBIT E**

**Form of Annual Usage Schedule**

**Instructions:**

1. No revisions to this form may be made without the approval of the Chicago Board of Education and the Park District Law Departments. Any revisions without the required legal approval will not be binding on either Party.
2. This form may not be used to amend the IGA or to create legal or financial obligations on either Party that are contrary or inconsistent with the IGA.
3. This form must be signed by the School Principal and the Park District's Park Supervisor and Region Manager.
4. A signed copy of the form must be retained on file at the School.

**The School and Park District information is identified below:**

School Name: _____	Park Name: _____
Address: _____ _____	Address: _____ _____
Principal Name: _____	Supervisor Name: _____
School Phone #: _____	Park Phone #: _____

**Description of specific School or Park Facilities to be Used:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Purpose:**

\_\_\_\_\_

**Start Date of Usage:** \_\_\_\_\_      **End Date of Usage:** \_\_\_\_\_

*\* Note: The duration of usage must not be longer than a one (1) year.*

**Days of Week:** \_\_\_\_\_      **Hours of Use:** \_\_\_\_\_

**Holiday Usage:** \_\_\_\_\_

**Other Terms:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Usage Schedule is subject to the terms and conditions contained in that certain Intergovernmental Agreement between the Board of Education of the City of Chicago and the Chicago Park District relating to the Ground Lease and Shared Use of Belmont Cragin Elementary School and Riis Park dated \_\_\_\_\_, 2023 (“IGA”). In the event of any inconsistency between the IGA and this Usage Schedule, the terms of the IGA shall prevail. This Usage Schedule can be amended only by a written instrument signed by all Parties below.

**Board of Education of the City  
of Chicago**

**Chicago Park District**

\_\_\_\_\_  
School Principal

\_\_\_\_\_  
Park Supervisor

\_\_\_\_\_  
Region Manager

## EXHIBIT F

### **Background Check Requirements**

Park District employees, agents, volunteers and subcontractors. Park District shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor of Park District who may be in the School building under this Agreement (individually and collectively “**Staff**”) (“**Background Check**”). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered “contact” for purposes of this Section. Park District shall not allow any Staff to: (1) be in the School building under this Agreement until the Board has completed a DNH Check; or (2) have contact with CPS students until Park District has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

- a. Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may be in the School building hereunder by checking the Board’s “Do Not Hire” (“**DNH**”) records (“**DNH Check**”). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not be allowed in the School building.
- b. Criminal History Records Check. Park District shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board’s contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (“**Criminal History Records Check**”). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access to the School building and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:
  - i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
  - ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
  - iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- c. Department of Children and Family Services Check. At Park District’s cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services (“**DCFS**”) State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students (“**DCFS Check**”). Park District shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff

determined by the Board not to have passed a DCFS Check shall not be allowed in the School building and shall not have contact with any CPS student hereunder.

- d. Background Check Representations and Warranties. With respect to each Background Check, Park District further represents and warrants that Park District shall:
- i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
  - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
  - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
  - iv. Not allow: (a) any Staff in the School building until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check to be in the School building under this Agreement;
  - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by the Board of the Background Check and its update process; and
  - vi. Immediately terminate access to the School building for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.