

APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CHICAGO PARK DISTRICT REGARDING THE JOINT MANAGEMENT AND USE OF WINNEMAC PARK, WINNEMAC STADIUM, AND THE ATHLETIC FACILITIES OF AMUNDSEN AND CHAPPEL SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an intergovernmental agreement ("IGA") with the Chicago Park District ("CPD") regarding the joint management and usage of Winnemac Park, Winnemac Stadium, and the athletic facilities of Amundsen and Chappel Schools. Prior to the signing of this IGA, the Board shall direct the Public Building Commission to convey certain green space surrounding the Amundsen and Chappel Schools to the CPD. The green space will allow the CPD to expand the existing Winnemac Park. In consideration for this conveyance, the CPD shall maintain and supervise Winnemac Park for the benefit of the Board and the CPD. Therefore, the parties have agreed that it is in their best interests to enter into an IGA regarding the usage and management of Winnemac Park and certain Board-owned facilities, including Winnemac Stadium and the gymnasium and pool of Amundsen and Chappel Schools. A written IGA is currently being negotiated. The authority granted herein shall automatically rescind in the event a written IGA is not signed within 120 days of this Board Report. Information pertinent to this IGA is as follows.

| | | |
|-----------------|---|--|
| PARTIES: | Board of Education of the City of Chicago 125 South Clark Chicago, IL 60603 Attn: Timothy Martin | Chicago Park District 425 McFetridge Dr. Chicago, IL 60605 Attn: General Superintendent |
|-----------------|---|--|

TERM: The term of the IGA shall commence on the day the green space is conveyed to the CPD and shall continue until either party gives 90 days prior written notice of termination.

PROGRAM: The purpose of the IGA is to provide for the joint management and operation of Winnemac Park, Winnemac Stadium and the athletic facilities of Amundsen and Chappel Schools (the "Park"). The football field contained within Winnemac Stadium is not subject to this IGA. The parties will share expenses for the management and operation of the Park. Any and all participation fees collected by the CPD shall be used for the management and operations of the Park. The Board shall remain responsible for all of its owned facilities.

BOARD OBLIGATIONS:

1. Provide maintenance equipment to the CPD for its use in maintaining the Park.
2. Deposit its equal share of the projected expenses for the Park into a separate account ("Park Account").

CPD OBLIGATION:

1. Designate a person to act as a scheduler for the various functions at the Park.
2. Collect all permit fees and user fees and deposit same in the Park Account.
3. Provide all security measures to manage and supervise the Park.
4. Provide all maintenance and repair of the Park utilizing the funds in the Park Account.
5. Deposit its equal share of the expenses for the Park into the Park Account.
6. Provide all cleaning and janitorial services for the Park.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written IGA. Authorize the President and Secretary to execute the written IGA. Authorize the Chief Operating Officer to execute any ancillary documents required to effectuate this IGA.

AFFIRMATIVE ACTION: Not applicable.

LSC APPROVAL: Not applicable.

FINANCIAL: There are no financial implications to the Board at this time.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

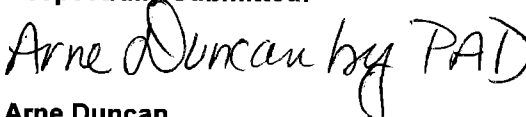
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



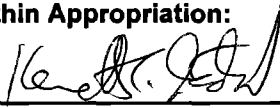
Timothy Martin
Chief Operating Officer

Respectfully Submitted:



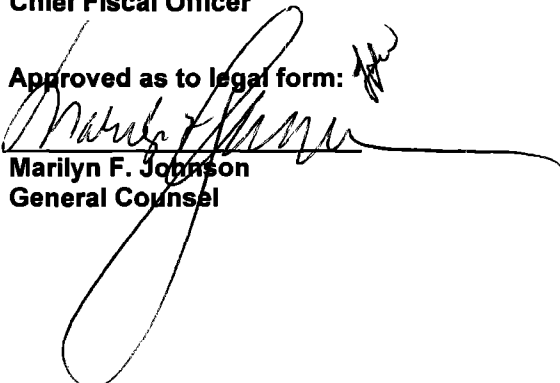
Arne Duncan
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel