

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH SYSTEM PARKING, INC. FOR
USE OF THE PARKING LOT AT WALT DISNEY MAGNET SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with System Parking, Inc. for use of the parking lot at Walt Disney Magnet School. A written license agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this license agreement is stated below.

LICENSEE: System Parking, Inc.
111 E. Wacker Drive #1407
Chicago, IL 60601
Contact: Tom Phillips, Sr., Senior Vice-President
Phone: 312-819-5043

LICENSOR: Board of Education of the City of Chicago

PREMISES: Walt Disney Magnet School
All open parking stalls (covered parking not included)
4140 North Marine Drive

USE: To provide parking for residents in the area. The lot shall be used Monday through Friday between the hours of 4:00 p.m. to 7:00 a.m. and all day on Saturday and Sunday. Spaces along the west and south fences will be utilized twenty-four (24) hours, 7 days per week. Ingress to and egress from the lot shall be off of Marine Drive and Clarendon.

TERM: The term of this License Agreement shall commence on September 1, 2001 and shall end August 31, 2006.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this License Agreement upon 60 days' prior written notice.

LICENSE FEE: The license fee for the first year of this license shall be \$130,000, payable in monthly installments of \$10,833.33, with a 4% increase each year thereafter.

IMPROVEMENTS TO PREMISES: Licensee, at its own expense, shall fill all potholes on the lot, stripe all stalls and topcoat the lot.

MAINTENANCE: Licensee shall maintain the premises in its present condition or better throughout the term of this Lease and at the expiration of the License, the Premises will be turned over in the same condition as received. Licensee shall keep the premises free of all debris, bottles and trash at all times at Licensee's sole expense. Licensee shall also be responsible for snow removal.

INSURANCE: Licensee shall name the Board as an additional named insured under its Comprehensive General Liability Policy. Coverage limits are \$1,000,000 for a combined single limit for both injury and property damage. A Certificate of Insurance is to be furnished to the Board with the provision that there will be no cancellation unless the Board receives 30 days prior written notice.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written License Agreement. Authorize the President and Secretary to execute the license agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this License Agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: The LSC of Walt Disney School approved this action on July 12, 2001.

FINANCIAL: Credit income to Walt Disney Magnet School.

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

Approved:



 Arne Duncan
 Chief Executive Officer

Within Appropriation:



 Kenneth C. Gotsch
 Chief Fiscal Officer

Approved as to legal form:



 Marilyn F. Johnson
 General Counsel