

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH MONTROSE DELI FOR  
USE OF THE PARKING LOT AT JACKIE VAUGHN OCCUPATIONAL HIGH SCHOOL**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a license agreement with Montrose Deli for use of the parking lot at Jackie Vaughn Occupational High School, located at 4355 North Linder. 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:** Montrose Deli  
5411 W. Montrose  
Chicago, IL 60641  
Contact Person: Stanley Urbaniak  
Phone: 773-725-6123

**LICENSOR:** Board of Education of the City of Chicago

**PREMISES:** Jackie Vaughn Occupational H. S. Parking lot  
4355 North Linder Avenue  
Contact: Nancy Mayer, Principal  
Phone: 773-534-3600

**USE:** To provide parking for patrons of Montrose Deli. The Licensee shall use the lot on Fridays from 5:00 p.m. to 9:00 p.m., Saturdays from 8:00 a.m. to 9:00 p.m. and Sundays from 8:00 a.m. to 7:00 p.m. Egress and ingress shall be from Montrose.

**TERM:** The term of this License Agreement shall be for two (2) years commencing October 1, 2002 and ending September 30, 2004.

**EARLY TERMINATION RIGHT:** Either party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days prior written notice to the other party.

**LICENSE FEE:** The annual fee shall be \$8,400.00, payable in monthly installments of \$700.00. The License fee for the second year shall remain the same.

**MAINTENANCE:** Licensee shall maintain the premises in its present condition or better throughout the term of this License 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 during Licensee's use at Licensee's sole expense. Licensee shall also be responsible for snow removal at all times of Licensee's use.

**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 shall be furnished to the Board with the provision that there will be no cancellation unless the Board receives 60 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 Vaughn Occupational High School approved this action on August 1, 2002.

**FINANCIAL:** Credit income to Vaughn Occupational High 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:**

  
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Timothy Martin  
Chief Operating Officer

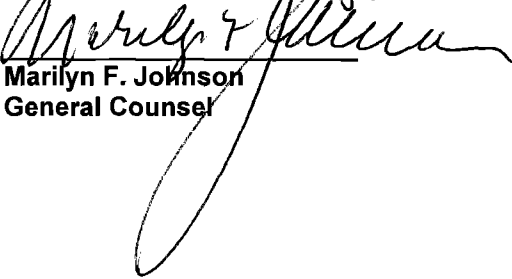
**Approved:**

  
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Arne Duncan *by PAD*  
Chief Executive Officer

**Within Appropriation:**

  
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Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
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Marilyn F. Johnson  
General Counsel