

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH VALET CHICAGO, INC. FOR USE OF  
THE PARKING LOT AT TRUMBULL SCHOOL**

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

Approve entering into a license agreement with Valet Chicago, Inc. for use of the parking lot at Trumbull School located at 5200 N. Ashland. 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:** Valet Chicago, Inc.  
432 W. Ontario  
Chicago, IL 60610  
Contact: Angel Sarkissian  
Phone: (312) 337-7310

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

**PREMISES:** Trumbull School (Parking Lot)  
5200 N. Ashland  
Chicago, IL 60659  
Contact: Robert Wilkin  
(773) 534-2430

**TERM:** The term of this license agreement shall be for five (5) years commencing July 1, 2003 and ending June 30, 2008.

**LICENSE:** Licensee shall have use of the parking lot Mondays through Fridays from 5:00 p.m. to 6:00 a.m., and all day Saturdays and Sundays from 2:00 p.m. to 6:00 a.m. Monday morning.

**EARLY TERMINATION RIGHTS:** Either party may terminate this license agreement upon giving 60 days notice to the other party.

**LICENSE FEE:** During the term of the Licensee, License shall pay a license fee as follows:

<u>Term</u>	<u>Monthly</u>	<u>Annual</u>
7-1-03 to 6-30-04	\$825.00	\$ 9,900.00
7-1-04 to 6-30-05	\$850.00	\$10,200.00
7-1-05 to 6-30-06	\$875.00	\$10,500.00
7-1-06 to 6-30-07	\$900.00	\$10,800.00
7-1-08 to 6-30-09	\$925.00	\$11,100.00

**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 its use. Licensee shall be responsible for snow removal and striping of the parking lot.

**INSURANCE:** Licensee will name the Board as an additional named insured under its comprehensive General Liability Policy. Coverage limits are \$1,000,000.00 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 15 days prior written notice.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review due to this contract being a unique transaction (lease).

**LSC REVIEW:** This action was approved by LSC on May 8, 2003

**FINANCIAL:** Income to Trumbull 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.

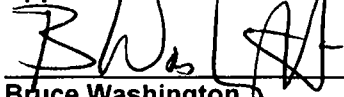
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

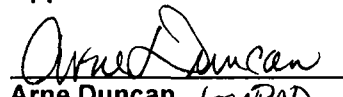
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



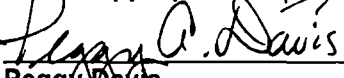
**Bruce Washington**  
Acting Chief Operating Officer

**Approved:**



**Arne Duncan** (by PAD)  
Chief Executive Officer

**Within Appropriation:**



**Peggy Davis**  
Chief of Staff

**Approved as to legal form**



**Ruth Moscovich**  
General Counsel