## APPROVE A LEASE AGREEMENT WITH CHICAGO STAFFING ALLIANCE FOR RENTAL OF SPACE AT 125 SOUTH CLARK STREET

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve a lease agreement with Chicago Staffing Alliance for rental of space at 125 South Clark Street consisting of 739 rentable square feet on the 18<sup>th</sup> Floor (Suite 1828). A written lease 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 lease agreement is stated below.

TENANT: Chicago Staffing Alliance

125 South Clark Street, 12th Floor

Chicago, IL 60603

Contact Person: Melissa Gordon

Phone: 773-553-2487

LANDLORD: Board of Education of the City of Chicago

**PREMISES:** 739 rentable square feet on the 18<sup>th</sup> Floor, Suite 1828, 125 S. Clark Street, Chicago, Illinois.

**USE:** Office space for Tenant's job placement activities.

**TERM:** The lease agreement shall commence May 1, 2006 and end April 30, 2007, with Tenant having the option to renew the lease for two additional 1-year terms at the rent stated below.

GROSS RENT: Gross Rent for the initial term and the renewal terms shall be as follows:

<u>Term</u>	Rent per square foot	Annual Rent	Monthly Rent
5/1/06 – 4/30/07 (Initial Term)	\$17.00	\$12,563.00	\$1,046.92
5/1/07 – 4/30/08 (1 <sup>st</sup> Renewal) 5/1/08 – 4/30/09 (2 <sup>nd</sup> Renewal)	\$17.51 \$19.04	\$12,939.89 \$13,331.56	\$1,078.32 \$1,110.06
5/ 1/00 - 4/30/09 (2 Renewal)	\$18.04	\$13,331.56	\$1,110.96

**UPGRADES TO PREMISES:** Tenant shall accept the Premises in "as is" condition; provided, however, the Board agrees to wash all windows (interior side only) within the Premises and shampoo the carpet.

**MAINTENANCE/JANITORIAL:** Tenant shall be responsible for janitorial within the Premises and shall keep the Premises in good order and repair.

SECURITY DEPOSIT: None.

**INSURANCE/INDEMNIFICATION:** All insurance and indemnification provisions shall be negotiated by the General Counsel.

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

AFFIRMATIVE ACTION: Exempt.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

FINANCIAL: Credit to the General Fund.

## **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:

Sean P. Murphy

Chief Operating Officer

Arne Duncan

Approved:

Chief Executive Officer

Within Appropriation:

dohn J. Maiorca Chief Financial Officer

Approved as to legal form

Patrick J. Rocks General Counsel