

**APPROVE ENTERING INTO A MEMORANDA OF UNDERSTANDING WITH THE CITY OF CHICAGO
REGARDING INSTALLATION OF EMERGENCY TELECOMMUNICATION ANTENNAS AND
EQUIPMENT ON SCHOOL BUILDINGS**

THE CHIEF EXECUTIVE REPORTS THE FOLLOWING DECISION:

Approve initially entering into an interim memorandum of understanding (MOU) with the City of Chicago on a thirty (30) day renewable basis, and approve entering into a permanent MOU with the City of Chicago for a term commencing on the day after the last day of the term of the latest interim MOU until July 31, 2027, at a cost not to exceed \$30,000. Written MOUs are currently being negotiated. No services shall be provided and no payment shall be made prior to the execution of the MOU in question. The authority granted herein shall automatically rescind in the event the interim MOU is not executed within 120 days of the date of this Board Report and shall automatically terminate in the event the permanent MOU with the City is not executed on or before December 31, 2007. Information pertinent to these Memoranda is stated below.

INTERIM VENDOR: The City of Chicago
Department of General Services
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Joe Vierya
(312) 742-5282

PERMANENT VENDOR: The City of Chicago
Office of Emergency Management and Communications
1411 West Madison Street
Chicago, Illinois
Attention: James J. Molloy
(312) 746-6000

USER: Department of Operations - Capital Improvement Program
125 South Clark- 17th Floor
Chicago, IL 60603
M. Hill Hammock
(773) 553-2900

TERM: The term of the interim MOU shall commence as of August 1, 2007 and shall end August 31, 2007, unless the City delivers prior written notice prior to such date of its intent to renew the MOU for an additional thirty (30) day period. Such renewal right may be exercised on one or more occasions after such initial renewal date to further extend the term of the MOU, but not later than December 31, 2007. The City has represented to the Board that it shall seek passage of an ordinance establishing authority to enter into a MOU for a term longer than thirty (30) days. Upon the City's delivery of written evidence of the passage of such ordinance, the Board and the City shall enter into a MOU to commence as of the first day after the last interim MOU terminates and to end on July 31, 2027.

PROGRAM: The Chicago Police Department initiated the POD (Police Observation Device) program in 2003 and its success has allowed the program to expand to include the Safe Passage Program. In order to achieve a wireless connection for these new safe passage cameras, The Chicago Police Department has or shall install certain telecommunication antennas and equipment ("Monitoring Equipment") in Chicago Public Schools. The first list of schools to have monitoring equipment are: Farragut, Collins, Hubbard, Kelvyn Park and North Grand ("Included Schools"). Additional schools may be added as agreed to by the Chief Operating Officer.

COST: The Chicago Police Department has or shall, at its sole cost and expense, installed the Monitoring Equipment in the Included Schools in such manner as the Board shall reasonably approve. The Board shall, at its sole cost and expense, supply an electrical outlet to power the Monitoring Equipment. The Chicago Police Department shall be solely responsible for the costs of maintaining and repairing the Monitoring Equipment after it has been installed. After the Monitoring Equipment has been installed, the Board shall be responsible for the cost of electricity to power the Monitoring Equipment.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in both MOUs including any indemnities. Authorize the President and Secretary to execute both MOUs. Authorize the Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate both MOUs. Authorize the President and the Secretary to execute amendments to the MOUs whereby new schools are added to the MOU at a cost to the Board as shall be approved by the Chief Operating Officer and on such terms and conditions as are approved by the General Counsel.

AFFIRMATIVE ACTION: Not Applicable.

LSC REVIEW: Local School Council approval is not applicable.

FINANCIAL: Charge to Operations: \$30,000
Budget Classification: 12150 – 478 – 54105 – 009514 – 2008
Source of Funds: Capital Funds

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.

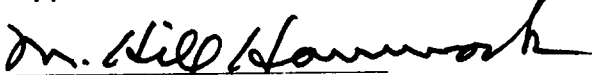
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), 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:



M. Hill Hammock
Chief Operating Officer

Approved:



Arne Duncan
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to legal form: 


Patrick J. Rocks
General Counsel