

**RATIFY A LICENSE AGREEMENT WITH VINCI LIMITED PARTNERSHIP  
FOR USE OF PARKING LOT AT NEWBERRY SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

For use of the Parking Lot at Newberry School located at 700 W. Willow, a license agreement with Vinci Limited Partnership is currently being negotiated. The authority granted at 700 W. Willow, a written license agreement for such use and in the event a written license agreement is not executed within 90 days of the date of this Board Report, information pertinent to this license agreement is stated below.

**LICENSEE:** Vinci Limited Partnership

1732 N. LaSalle  
Chicago, IL 60614  
Contact: Paul Loduca  
Phone: (312) 266-1199

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

**PREMISES:** Newberry School (Parking Lot)  
700 W. Willow

Contact: Paul Loduca  
Phone: (773) 534-8000

**TERM:** The term of this license agreement shall commence on March 1, 2002 and shall end February 28, 2003.

**TERMINATION RIGHTS:** Either party shall have the right to terminate this agreement upon sixty (60) days prior written notice.

**USE:** The above premises shall be used for parking from 6:00 a.m. to 4:00 p.m. Monday and weekdays, 11:00 a.m. to 12:00 Midnight

shall be \$3,000 per month, payable monthly and commencing March 1, 2002.

**MAINTENANCE:** Licensee shall maintain the Premises in its present condition at all times 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 and all trash and debris shall be removed and disposed of at the expense of the Licensee.

**INSURANCE:** Licensee will maintain the above premises as an auto and fire insured under a 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.

**AFFIRMATIVE ACTION:** exempt

**RESOLUTION:** This action was approved by the Board on Newberry School on February 6, 2002.

**FINANCIAL:** Income to be credited to Newberry School.

**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 to have access to all information and personnel necessary to conduct those investigations that the Inspector General shall have a right to conduct.



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 termination of their terms of office.

The Board's Code of Ethics (105 ILCS 5/34-21.3) shall be incorporated into and made a part of the agreement.

The agreement shall contain the clause that any expenditure beyond the current fiscal year shall be incorporated into and made a part of the agreement.

**Ethics -** The Board's Ethics Code shall be incorporated into and made a part of the agreement.

**Contingent Liability -** The agreement shall be immediately enforceable in the event of a breach of the agreement.

Approved by Cooperation:  Approved by Approval: 

**Timothy Martin**  
Chief Operating Officer

**Arne Duncan**  
Chief Executive Officer

Within Appropriation: