PARKING LOT USE LICENSE AGREEMENT

[April 2019 Form]

THIS LICENSE AGREEMENT (the "**Agreement**") is made and entered into as of the last date written below ("**Effective Date**"), by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Licensor**") and SP Plus Corporation (the "**Licensee**").

RECITALS

A. Licensor is the beneficial owner of the parking area located at 3319 N Clifton Ave, Chicago, Illinois 60657; the parking area is located adjacent to the Hawthorne Elementary Scholastic Academy (the "**School**"). The Parties acknowledge that record legal title may be held by the City of Chicago In Trust for the Use of the Board or the Public Building Commission of Chicago (each as the case may be referred to hereinafter as "**Titleholder**"); and

B. Licensor has made the parking area available for a use license Monday through Friday, from 6 p.m. until 7 a.m., and Saturday, Sunday, holidays, and when School is not in session, for 24-hour use (the "**License**"); and

C. Licensee desires to license the parking area under the License for parking under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as if set forth in full, and for other good and valuable consideration in hand paid, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee the non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the following premises ("**Premises**"):

Approximately 65 spaces located at Hawthorne Elementary Scholastic Academy, 3319 N Clifton Ave Chicago, IL 60657.

2. **Term of License; Automatic Renewal.** The term of this License shall commence upon completion of the requirements of paragraph 15.H. herein (the "**Effective Date**") and end November 10, 2019, unless terminated sooner in accordance with paragraph 3 of this Agreement. This Agreement shall automatically renew for a second term that shall commence on April 10, 2020 and end November 10, 2020 (each a "**Term**", and collectively, the "**Terms**").

Early Termination. Licensor may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) day's written notice to the Licensee as provided in paragraph 22 herein. If Licensor determines, it in its sole discretion, that the use of the Premises compromises or in any way interferes, directly or indirectly, with the safety and security of the School, Licensor may terminate this Agreement immediately upon written notice. Licensee may terminate this Agreement at any time without cause, upon not less than thirty (30) days' written notice to the Licensor as provided in paragraph 22 herein.

3. **Limitations on License.** Licensee hereby acknowledges and agrees that the License granted hereunder is for the sole purpose of parking motor vehicles for Licensee's customers, guests, invitees and employees, subject to the following limitations and restrictions (the "**Use**"):

A. Licensee may use the Premises only on the following days and times:

Days of Week	Hours of Use
When School is in session:	
Monday – Friday	6 pm until 7 am
Saturdays	24 hours
Sundays	12 am until 5 am, 4 pm until 7 am

No use on Sunday 6 am through 4 pm

When School is not in session:

Monday – Friday	24 hours
Saturday	24 hours
Sundays	12 am until 5 am, 4 pm until 7 am
	No use on Sunday 6 am through 4 pm

Note: School is in session when teachers must report to work, regardless of whether students are in school.

B. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School. Licensee's license hereunder is and shall at all times remain throughout the Term subordinate to and ancillary to School operations and the existing license agreement(s) with Resurrection Lutheran Church for use of the lot on Sundays from 6 am through 4 pm. Licensee agrees that: (a) Licensee shall conduct its operations on the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (b) Licensee's Use shall not be exclusive and that Licensor (including its employees, agents, invitees, students and their parents and family members) retains the right to use the Premises for its own purposes, which purposes shall, at all times, remain paramount to and have priority over Licensee's rights hereunder; and (c) without any reduction in the License Fee (set forth below), upon not less than seventy-two (72) hours' notice from Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including but not limited to, graduation, report card pickup day, and parent/teacher conferences.

C. Ingress and egress to and from the Premises shall be from North Seminary Street.

4. License Fee.

A. During the Term, Licensee shall pay a license fee as follows: $6,846.43 per month plus 50% of net of tax annual revenue collected by Licensee for the parking of motor vehicles on the Premises in excess of $72,000 per Term for both Terms ("**Minimum Total Fee**"). The fee shall be payable to the School at the School's address listed in Section 1, in advance on the first day of each month ("**Monthly License Fee**"). For any partial month, the Monthly License Fee shall be pro-rated accordingly, based upon a 30-day month.

B. Each Monthly License Fee is due on the first (1st) day of each month during the Term. Any Monthly License Fee not received in full by the School by the tenth (10th) day of the month shall be assessed a late payment fee equal to five percent (5%) of the total amount of the outstanding Monthly License Fee.

5. Costs and Expenses; Taxes.

A. Any and all costs, expenses or fees arising out of or relating to the grant of the License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, taxes, maintenance required pursuant to Section 7, and insurance premiums, which costs shall be billed to Licensee and payable within five (5) days of invoicing by Board. To the extent Licensor, at its option, pays any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within five (5) days after receipt of written notice from Licensor regarding the same.

B. In particular and without limitation, Licensee shall be responsible for the payment when due of any leasehold or similar tax that may be imposed upon Licensor as a result of or related in any way to this License. However, in the event the amount of any such leasehold or similar tax is greater than twenty (20%) of the Minimum Total Fee, Licensee shall have the right to terminate this License immediately upon written notice to Licensor, provided, however, Licensee shall pay when due all such leasehold or similar tax that accrued during Licensee's possession and occupancy of the Premises pursuant to this Agreement. -Moreover, Licensee shall be responsible for the payment when due of any and all taxes that may be imposed with regard to the operation of a parking lot on the Premises, including without limitation all applicable City of Chicago and Cook County parking taxes, being those assessed pursuant to the City of Chicago Parking Lot And Garage Operations Tax Ordinance, MCC ch. 4-236, and the Cook County Parking Lot And Garage Operation Tax Ordinance, CCO 13-0-34 (both as may be amended from time to time). Licensee shall provide evidence satisfactory to Licensor of timely payment of each of the foregoing taxes promptly upon request.

6. **Compliance with Laws.** For the purpose of this Section 7, "Licensee" shall refer to Licensee and its agents, employees, invitees, and members. Licensee shall, at all times during the Term, and any renewal thereof, comply with all laws, codes, statutes, ordinances, regulations and Licensor's Board Rules applicable to this Agreement and Licensee's Use. Licensor's Rules and Policies are available at:

https://policy.cps.edu

In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises for the Use stated herein.

Licensee shall comply with all City Ordinances, Rules and Regulations, relating to or governing the use of the Premises or the adjoining public right of way, including but not limited: the consumption, possession or sale of alcoholic or intoxicating beverages, tobacco, illegal drugs or related paraphernalia; excessive noise; loitering; littering; and barbequing and/or tailgating. Licensee acknowledges and agrees that it is strictly prohibited from consuming, possessing or selling alcoholic or intoxicating beverages on the Premises and on the adjoining right of way, and that it is strictly prohibited from utilizing sound amplifying or broadcasting equipment within the Premises or School at any time without the Board's prior written approval. Failure to adhere to this requirement will result in immediate termination of the License Agreement.

7. **Maintenance**.

A. Licensee shall, at its sole cost and expense, be responsible for normal maintenance of the Premises during the permitted Use time, including without limitation, keeping the Premises free of all debris, trash and accumulated snow as set forth herein.

B. Licensee shall, at its sole cost and expense, repair any damage to the Premises caused by Licensee, or by its members, invitees, employees and agents. Licensee shall return the Premises to the Licensor in the same or better condition than received, excepting ordinary wear and tear.

C. When snow accumulates to two inches or more on the Premises during the permitted Use time, Licensee shall be responsible for the snow removal and shall use one of Licensor's approved vendors for such snow removal services. If Licensee fails to remove snow or requests Licensor to remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the removal.

D. Licensor shall have the right to temporarily close the Premises or certain areas therein in order to perform necessary repairs, maintenance and improvements.

E. Special community requirements:

a Licensee shall, at Licensee's expense which shall not to exceed $750.00 over both of the Terms, install or maintain screening on fences facing Clifton and other areas to mitigate impact of vehicle lights and noise to the neighborhood residents.

b Licensee shall provide a representative to attend any community or aldermanic meetings called to assess Licensee's use of the lot and the impact on the community.

c Licensee shall provide a readily available contact person that School can contact to notify of scheduled school events or other issues.

8. **Signage; Alterations and Modifications; Vehicles/Property Left on Premises**.

A. Licensee shall not without (i) prior written consent from Licensor, and (ii) written proof the Premises is zoned to allow any such signage, place any signage on, or otherwise alter, modify, improve or change the Premises. Any request from Licensee to place signage on, or otherwise alter, modify, improve or change the Premises must include drawings or a detailed written proposal of any such requested changes. All Licensor approved signage, alterations, modifications, permits, improvements or changes shall be at the sole cost and expense of Licensee.

B. The parties acknowledge and agree that no equipment or fixtures may be placed on the Premises by Licensee without receiving Licensor's prior written consent. Further, Licensee agrees that if any approved equipment is installed that restricts access to the Premises, Licensee shall ensure such equipment will not prohibit or hinder use of the Premises outside the days and times of Licensor's permitted Use. Licensor shall have no liability for any equipment or fixtures of Licensee.

C. Prior to installing any such approved equipment on the Premises, Licensee shall pay to Licensor a deposit in the amount of $N/A ("**Equipment Deposit**"). If Licensee places approved equipment or fixtures on the Premises, the parties agree that upon termination of this Agreement (after any extensions or renewals hereof), Licensee shall, at its sole cost, and if directed by Licensor, remove all equipment and fixtures from the Premises and restore the Premises to its original condition as it existed at the commencement of this Agreement.

Licensor has a right of first refusal to keep any such equipment or fixtures on the Premises, in its sole discretion and at no cost to Licensor. In the event Licensee fails to restore the Premises to the condition required herein within ten (10) days after termination of this License Agreement, Licensor shall use the Equipment Deposit to restore the Premises. In the event the actual cost of restoring the Premises exceeds the amount of the Equipment Deposit, Licensor shall provide notice of such additional amount to Licensee, and Licensee shall pay to Licensor any such amount within thirty (30) days after written notice from Licensor. If the Premises are restored by Licensee as required in this Agreement, Licensor shall return any Equipment Deposit to Licensee within sixty (60) days of Licensee's completion of any required restoration.

D. Except for emergency repairs, Licensee shall not permit work to be performed on any vehicle while located on the Premises. **No vehicle or other property of Licensee or entrusted to Licensee may be left on the Premises past the permitted Use time.** Any vehicle left on the premises past the permitted Use time is subject to towing at the direction of the Licensor, and any costs associated with such towing are the responsibility of the Licensee. In the event that a vehicle or other property of Licensee or entrusted to Licensee is unable to be removed by that time, Licensee must contact Licensor to request authorization for such property/vehicle to remain on the Premises for an additional period. Such authorization is in Licensor's sole discretion and must be in writing. **If Licensor does not grant authorization or if such property or vehicle remains on the Premises beyond the period authorized in writing by Licensor, there will be a daily charge of $100 per vehicle and Licensor may dispose of such other property, without any liability to Licensor.** Licensor shall not be responsible for damage to such property or vehicle.

9. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor, the School and the Local School Council that is affiliated with the School, Titleholder (solely in its capacity as titleholder), and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement.

Licensee shall, at its sole cost and expense, appear, defend and pay all attorneys' fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Licensor in any such action, Licensee shall, at its sole cost and expense, satisfy and discharge such obligation of the Licensor. Licensor shall have the right, at its own expense, to participate in the defense of any suit, without relieving Licensee of any of its obligations hereunder. Licensor retains final approval of any and all settlements or legal strategies which involve the interest of the Licensor.

However, if Licensee, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Licensee) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Licensee, subject to the right of Licensee to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Licensee and Licensee shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Licensee was conducting the defense.

To the extent permissible by law, Licensee waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Licensee that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other

statute or judicial decision.

This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

10. **Condition of Premises; Assumption of Risk**. No agreements or representations have been made to Licensee regarding the conditions of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. Licensee agrees that it is familiar with the condition of the Premises and the suitability of the Premises for its intended Use and accepts the Premises on an "AS-IS", "WHEREIS" basis.

Notwithstanding the foregoing, in the event Licensee is unable to obtain or retain any required permit, license or approval from the City of Chicago, preventing commencement or continuation of its operations at the Premises, Licensee shall be permitted to terminate this License immediately upon written notice to Licensor.

Licensee acknowledges and agrees that by Use of the Premises, Licensee assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Licensor. To the fullest extent permitted by law, Licensee hereby releases Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding (collectively, the "Released Parties"), from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof, provided no unlawful act of the Released Parties resulted in the loss or damages. This is a license. No bailment is intended or created.

11. **Security**. Licensee acknowledges that at all times during the permitted Use times, it shall maintain security measures appropriate to reasonably protect the Premises, including the staffing of personnel as may be reasonably necessary to safely operate the Premises for parking.

12. **Insurance Requirements**. Licensee must provide and maintain at Licensee's own expense, for the duration of this Agreement, the minimum insurance coverages specified below, insuring all operations related to this Agreement. Licensee shall provide Licensor with a certificate of such insurance upon execution of this Agreement. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Minimum insurance requirements are:

A. **Workers Compensation and Employers Liability**. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Licensee's employees who perform work at the Premises, with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

B. **Commercial General Liability (Primary and Umbrella)**. Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate, for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to: all premises and operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense. Such coverage must specifically include and may not exclude coverage for sexual abuse or molestation.

C. **Automobile Liability (Primary and Umbrella)**. When any motor vehicles (owned, non-owned and hired) are used in connection with the Use of the Premises, Licensee must provide Automobile Liability Insurance, with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence for bodily injury and property damage.

D. **Umbrella/Excess Liability Insurance**. Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance.

E. **Garage Keepers Legal Liability.** Garage Keepers Legal Liability with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

F. **Additional Insured**. **Licensee** shall have its General, Umbrella/Excess, Garage Keepers Legal Liability, and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, Titleholder, and their members, employees and agents, and any other

entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

G. **Insurance Certificates.** Before the beginning of the Term and prior to Licensee's use of the Premises, Licensee will have its insurance company or its representative submit an insurance certificate evidencing insurance coverage maintained by Licensee and indicating that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and such other entities as may be designated by Licensor are listed as additional insureds on a primary basis without recourse or right of contribution. The Certificate must provide for sixty (60) days prior written notice to Licensor of material change, cancellation or non-renewal of any policy maintained by Licensee and be given to:

Board of Education of the City of Chicago
Department of Risk Management
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: riskmanagement@cps.edu
Fax: (773) 553-3326

H. Licensee's failure to carry or document required insurance shall constitute a breach of this Agreement and any failure by the Licensor to demand or receive proof of insurance coverage shall not constitute a waiver of Licensee's obligation to obtain the required insurance. Licensor will not allow Licensee to use the Premises if satisfactory proof of insurance is not provided. Licensor reserves the right to modify, delete, alter or change insurance requirements at any time.

I. Licensee shall require any subcontractors performing under this License to maintain comparable insurance which shall name Licensee, Licensor (inclusive of its members, employees and agents), Titleholder solely in its capacity as titleholder, and any other entity designated by Licensor as Additional Insureds. If Licensee has subcontractor(s), Licensee shall maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

J. Licensee agrees that its insurers waive their rights of subrogation against Licensor (and against Titleholder solely in its capacity as titleholder).

13. Safety Issues. Licensee shall promptly notify Licensor's Safety & Security office of any safety concerns regarding the Premises or Use of the Premises under this Agreement. Licensee is responsible for using the Premises in a safe manner. In the event of any significant injury or damage to or on the Premises, Licensee will inform Licensor as soon as possible but in no event later than twenty-four (24) hours of such event. Failure to timely provide such notice shall constitute a breach of this License Agreement.

14. Non-Discrimination: During the Term. Licensee shall not commit an unlawful employment practice as set forth in Subparagraph 15 A below and Licensee shall be in compliance with the laws and regulations set forth in Subparagraph 15 B below.

A. **Unlawful Employment Practices**. It is an unlawful employment practice for Licensee or any of its members or employees to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms. conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin. It is also an unlawful employment practice for Licensee or any of its members to subject any employees, applicants, participants, students or volunteers of Licensor to unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature when submission to or rejection of such conduct is: (i) made either explicitly or implicitly a term or condition of such person's employment, participation or receipt of services; (ii) is used as a basis for a decision affecting the individual's employment, participation or receipt of services; or (iii) has the purpose of creating an intimidating, hostile, or offensive working or learning environment.

B. **Compliance.** Licensee shall comply with the Civil Rights Act of 1964 as amended, 42 U.S.C.A., Section 2000, *et seq.;* the Age Discrimination in Employment Act, 29 U.S.CA §621, *et seq.;* Section 504 of the

Rehabilitation Act, 20 U.S.C.A. §701, *et seq.,* as amended; the Americans With Disabilities Act, 42

U.S.C.A.§12101, *et seq.;* the Illinois Human Rights Act, 775 ILCS *5/1-10,* as amended; the Chicago Human Rights Ordinances, MCC Ch 2-160; Illinois Human Rights Act, 775 ILCS *5/1-101 et seq.;* and the Public Works Employment Discrimination Act 775 ILCS *10/0.01* through *10/20,* inclusive. Licensee shall furnish the reports and information as requested by the Licensor and the Illinois Department of Human Relations.

15. Representations and Warranties of Licensee. Licensee represents and warrants to Licensor that the following shall be true and correct as of the Effective Date of this License and shall continue to be true and correct (as may be modified from time to time, subject to Licensor approval) during the Term and any extensions and renewals thereof:

A. **Financially Solvent.** Licensee warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete the Use and perform all obligations under this License.

B. **Compliance with Laws.** Licensee is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this License and the Use of the Premises, including, but not limited to, the Prevailing Wage Act, 820 ILCS *130/1 et seq.,* the Drug-Free Workplace, and any others referenced in this License relating to non-discrimination. Further, Licensee is and shall remain in compliance with all Licensor policies and rules. Board policies and rules are available at http://www.cps.edu/.

C. **Gratuities.** No payment, gratuity or offer of employment was made to Licensee, any of its members if a limited liability company or joint venture or, to the best of Licensee's knowledge, to any subcontractors, in relation to this License or as an inducement for award of this License. Licensee is and shall remain in compliance with all applicable antikickback laws and regulations.

D. **Good Standing**. Licensee, each of its members if a joint venture or limited liability company, and each of its subcontractors, if any, are not in default or have not been deemed by Licensor's Chief Procurement Officer to be in default under any other agreement with Licensor during the five (5) year period immediately preceding the Effective Date of this License, and have not been debarred under the Licensor's Debarment Policy during the three (3) year period immediately preceding the Effective Date of this License.

E. **Authorization.** Licensee has taken all action necessary for the approval and execution of this License, and execution by the person signing on behalf of Licensee is duly authorized by Licensee and has been made with complete and full authority to commit Licensee to all terms and conditions of this License which shall constitute the valid and binding obligations of Licensee.

F. **Licensed Professionals**. Licensee is appropriately licensed under Illinois law to perform the operation of a parking lot and all related actions, including without limitation any valet operations, required under this Agreement and shall perform no actions for which a professional license is required by law and for which Licensee, its employees, agents, or subcontractors, as applicable, are not appropriately licensed, including, but not limited to, any approvals, licenses or permits necessary for valet services.

G. **Prohibited Acts**. Within the three (3) years prior to the effective date of this Agreement, Licensee or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

H. **Background Check**. Vendor represents and warrants that it shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may provide Services under this Agreement (individually and collectively "**Staff**") ("**Background Check**"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Vendor shall not allow any Staff to: (1) provide Services under this Agreement until the Board has completed a DNH Check; or (2) have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

a. Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by

checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

b. Criminal History Records Check. Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("**Criminal History Records Check**"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

   i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
   ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
   iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

c. Department of Children and Family Services Check. At Vendor's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("**DCFS Check**"). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.

d. With respect to each Background Check, Vendor further represents and warrants that Vendor shall:

   i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;

   ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;

   iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;

   iv. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check provide Services under this Agreement;

   v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and

vi. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

e. Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as $5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Vendor's non-compliance with this Section shall constitute a material breach of this Agreement.

I. **Contractor's Disclosure Form:** The disclosures in the Contractor Disclosure Form, submitted by Licensee, are true and correct. Licensee shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

J. **Debarment and Suspension.** Licensees certifies that it is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E]. Licensee further certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors performing under the Agreement, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Licensee acknowledges that in performing the Services for the Board, Licensee shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as amended.

16. Independent Contractor. It is understood and agreed that the relationship of Licensee to the Licensor is and shall continue to be that of an independent contractor and neither Licensee nor any of Licensee's staff, agents, employees or subcontractors shall be entitled to receive Licensor employee benefits. It is further understood and agreed that Licensor shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Licensee, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Licensee shall be the sole responsibility of Licensee. Licensee agrees that neither Licensee nor its staff or subcontractors shall represent themselves as employees or agents of Licensor. Licensee shall provide Licensor with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

17. Non-Liability of Licensor Officials. Licensee agrees that no Licensor member, employee, agent, officer or official shall be personally charged by Licensee, its members if a joint venture or limited liability company, or any subcontractors with any liability or expense under this License or be held personally liable under this License to Licensee, its members if a joint venture or limited liability company, or any subcontractors.

18. Licensee Events of Default. Events of default ("**Events of Default**") include, but are not limited to, the following:

A. Any material misrepresentation by Licensee in the inducement of this License or the Use of the Premises;

B. Breach of any agreement, representation or warranty made by Licensee in this License;

C. Failure of Licensee to perform in accordance with or comply with the terms and conditions of this License, including, but not limited to, the following:

i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Premises;

ii) Failure to perform in accordance with terms and conditions of this License;

iii) Failure to remove cars, equipment and other items, belonging to Licensee and any of its employees or subcontractor or under Licensee's sole control, from the Premises at the end of the daily hours for Weekday/Weekend;

iv) Failure to maintain sufficient personnel and equipment to ensure safe operation of the Premises during the Term;

v) Failure to operate and maintain the Premises in a manner reasonably satisfactory to Licensor and consistent with industry standards, or inability to operate and maintain the Premises satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

vi.) Abandonment of the Premises for reasons not beyond Licensee's reasonable control;

vii) Failure to comply with any term of this License, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this License constituting an Event of Default;

viii) Failure to maintain staffing and licenses as required to operate the Premises for the Use;

ix) Default by Licensee under any other agreement Licensee may have with Licensor.

x) Assignment by Licensee for the benefit of creditors or consent by Licensee to the appointment of a trustee or receiver or the filing by or against Licensee of any petition or proceeding under any bankruptcy, insolvency or similar law.

19. Remedies. The occurrence of any Event of Default which Licensee fails to cure within the specific timeframe specified in this License, or if not otherwise specifically stated (except in event of emergency that threatens the safety or security of Board's students or staff, which default must be cured immediately), within thirty (30) calendar days after receipt of notice given in accordance with the terms of this License and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, Licensee fails to commence and continue diligent efforts to cure, in the sole opinion of Licensor, may permit Licensor to declare Licensee in default. Whether or not to declare Licensee in default is within the sole discretion of the Licensor. Written notification of an intention of the Licensor to terminate this License, in whole or in part shall be provided and shall be final and effective upon Licensee's receipt of such notice. Upon the giving of such notice as provided in this License, Licensor may invoke any or all of the following remedies:

A. The right to take over and relicense the Premises or any part thereof, by contract or otherwise as agent for and at the cost of Licensee, either directly or through others. The Licensee shall be liable to the Licensor for any excess costs incurred by the Licensor. Any amount due Licensee under this License may be offset against amounts claimed due by Licensor.

B. The right to terminate this License, in whole or in part effective at a time specified by the Licensor.

C. The right to suspend Use and occupancy of the Premises during the thirty (30) day cure period if the default results from Licensee's action or failure to act which affects the safety and/or welfare of individuals in or around the Premises.

D. The right to specific performance, an injunction or any other appropriate equitable remedy.

E. The right to receive from Licensee any and all damages incurred as a result or in consequence of an Event of Default.

F. The right to money damages.

G. The right to deem Licensee non-responsible in future agreements to be awarded by Licensor, pursuant to the Licensor's Debarment Policy on Non-Responsible Persons in Procurement Transactions (96-0522P02), as may be amended from time to time.

If Licensor considers it to be in its best interest, it may elect not to declare Licensee in default or to terminate this License. The parties acknowledge and agree that this provision is solely for the benefit of Licensor and that, if the Licensor permits Licensee to continue to operate the Use on the Premises despite one or more Events of Default, Licensee shall in no way be relieved of any responsibilities, duties or obligations under this License nor shall the Licensee waive or relinquish any of its rights or remedies under this License or at law or equity or statute.

The remedies under this License are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time by Licensor and as often as may be deemed expedient.

20. Assignment; Sub-licensing; Successor and Assigns.

A. The interest of Licensee under this License is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensor's prior written consent. Licensor shall have the right at any time to transfer or assign its interest under this License.

B. Licensee may not sub-license any portion of its interest under this License to another party without Licensor's prior written consent.

C. Licensee may enter into agreements with parking referral services such as ParkEx and SpotHero so long as there is no violation of Section 21. B.

D. This License shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this License shall likewise be binding upon the successor and permitted assigns of Licensee, it shall not inure to the benefits of Licensee's successors or unpermitted assigns.

21. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate):

If to Licensor:
Board of Education of the City of Chicago
Real Estate Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602

With a copy to:
Board of Education of the City of Chicago
Law Department
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

If to Licensee:
SP Plus Corporation
200 East Randolph Street
Suite 5475
Chicago, Illinois 60601
Phone: 312-274-2000
Fax: 312-640-6163
Attn: James B. Healy

With a copy to:
SP Plus Corporation
200 East Randolph Street

Suite 7700
Chicago, Illinois 60601
Attn: Legal Department

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

22. **Section Headings.** The section headings appearing in this License have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the section to which they pertain.

23. **Severability.** In the event that any provision(s) of this License is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this License shall remain in full force and effect.

24. **Conflict of Interest.** This License is not legally binding on the Licensor 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 of Licensor during the one (1) year period following expiration or other termination of their terms of office.

25. **Indebtedness**. Licensee agrees to comply with the Licensor's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

26. **Inspector General**. Each party to this License hereby acknowledges 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.

27. **Ethics**. Licensee agrees to comply with Licensor's Ethics Code adopted May 25, 2011 (11-0525PO2), as amended from time to time, which code is incorporated into and made part of this License, to the extent applicable to this License.

28. **Governing Law**. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Licensee irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the Use of the Premises. Licensee agrees that service of process on Licensee may be made, at the option of Licensor, by either registered or certified mail to the address and to the person set forth in Section 17 above, or to such other address or person as may be designated by Licensee in writing, to the office actually maintained by Licensee or by personal delivery on any officer, director or managing or general agent of Licensee. If any action is brought by Licensee against Licensor concerning this License, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

29. **No Third Party Beneficiary**. This License is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statues, laws, codes, ordinances or otherwise.

30. **Entire Agreement and Amendment.** This Agreement, including all exhibits attached by mutual agreement of the parties, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the License shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the License, are of no force or effect.

31. **Local School Council Approval.** This License is subject to approval of the members of the School's Local School Council.

32. **Agreement to be Posted Online.** Licensee acknowledges that this Agreement and all documents submitted to the Licensor related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/1020.44. Licensee further acknowledges that this Agreement shall be posted on the Board's Internet website.

33. **Licensee Authorized to Sign**. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they are duly authorized to sign this Agreement and have full and complete authority to commit their respective parties to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of the parties.

34. **Counterparts and Electronic Signatures**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. This Agreement shall be considered effective and binding once it has been executed by both parties. A signature delivered in electronic format or by facsimile shall be considered binding for both parties.

35. **Minimum Wage**. Licensee must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is $13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.2014-1.pdf; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Licensee must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Licensee's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board or at a Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Licensee must pay the prevailing wage.

36. **Waiver.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

37. **Debarment Policy.** Licensee acknowledges that, in performing any performances hereunder, Licensee shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the last date written below.

LICENSOR:

Board of Education of the City of Chicago

By: _____
Mary De Runtz, Deputy Chief of Capital Planning & Construction

Date: 4-23-19

LICENSEE:

SP Plus Corporation

By: _____
Name: James Buczek
Title: Chief Operations Officer
Date: 4-23-19