

This Agreement will be posted on the CPS website.

LICENSE AGREEMENT

(BOYS AND GIRLS CLUB OF CHICAGO, PEDERSEN-MCCORMICK CLUB,
4835 N. SHERIDAN ROAD, CHICAGO, ILLINOIS)

THIS LICENSE AGREEMENT ("License") is entered into as of July 1, 2022 ("**Effective Date**") between the **BOYS AND GIRLS CLUB OF CHICAGO**, an Illinois not-for-profit corporation ("**Licensor**") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("**Licensee**"). The Licensor and Licensee are referred to below each as a "**Party**" and collectively as the "**Parties**".

RECITALS:

- A. Licensor is the owner of certain real estate located at 4835 N. Sheridan Road, Chicago, Illinois, which is improved with a building ("**Building**").
- B. Licensee desires to license the following shared space within the Building: gymnasium, swimming pool, boys' and girls' locker rooms, computer lab, auditorium, arts lab, and games room. The foregoing are collectively referred to as the "**Premises**".
- C. Licensor desires to so license the Premises to Licensee.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **GRANT/TERM.** Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for a term of one (1) year, commencing on the Effective Date and ending on June 30, 2023 ("**Term**").
- 2. **OPTION TO RENEW; EARLY TERMINATION.** Licensee is hereby granted the option to extend the term of this License, upon the same terms and conditions as are set forth herein, for one (1) additional period of one (1) year ("**Renewal Term**"), such right to be exercised in a written notice given to Licensor by Licensee prior to the expiration date of the initial Term. If Licensee does not give its written notice exercising such right within the time frame set forth above, all rights of Licensee under this Paragraph 2 shall terminate. Licensee shall have the right to terminate this License for convenience by providing at least sixty (60) days prior written notice of such intent to terminate to the Licensor.
- 3. **USE.** The Premises will be used for recreational purposes by students at John T. McCutcheon Elementary School located at 4865 N. Sheridan Road, Chicago, Illinois 60640. Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's students. Licensee shall have the right to utilize the Premises Monday through Friday, 9:00 a.m. to 2:00 p.m. ("**Permitted Use Time**").
- 4. **LICENSE FEE.** In consideration of the licensing of the Premises as set forth above, Licensee covenants and agrees to pay to the Licensor, as a licensee fee for the Premises ("**Fee**"), Thirty-Seven Thousand Three Hundred Fifteen and 56/100 Dollars (\$37,315.56) for the Term, payable in monthly installments of Three Thousand One Hundred Nine and 63/100 Dollars (\$3,109.63) on the first Friday of each month. For the Renewal Term, the license fee shall increase by three percent (3%) over the Fee for the initial Term.

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5. **COSTS AND EXPENSES.** Licensor shall be responsible for any and all costs arising out of or relating to the grant of this license and use, including, without limitation, cleaning, maintenance, snow removal, repairs, restroom supplies, internet and wireless access, taxes, permit or approval fees, utilities and the cost of locks to secured excluded spaces.

6. **BILLING AND PAYMENT PROCEDURES.** Licensor shall comply with the Board's vendor onboarding procedures. The Board shall issue a Purchase Order for the licensee fee and Licensor shall submit invoices against that Purchase Order. Invoices shall reference this License and be submitted electronically via email in PDF format to facilityinvoices@cps.edu. Each email may only contain one invoice and must include:

- Licensor name and payment address
- Unique invoice number (determined by Licensor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- The address of the Premises being rented
- Invoice date
- Total amount due and license/rental period covered by invoice

6. **LICENSOR COVENANTS.** Throughout the Term (and any Renewal Term), Licensor shall provide the following at no additional cost to Licensee:

(A) All utilities and amenities including heat, water, air conditioning, security, telephone service, wireless internet and electricity necessary for the use and occupancy of the Premises for the purposes for which this License is made. Licensor shall provide a guest password for internet access and install three (3) whiteboards for use by Licensee.

(B) Maintenance, replacement and repairs of the Premises and Building, including but not limited to, the Building structure, roof, exterior and bearing walls, gutters and foundation, the mechanical, electrical and plumbing systems that provide services and painting of the Premises. Licensor agrees to maintain the Premises and Building in good and tenantable condition and repair during the Term.

(C) Maintenance, replacement and repairs of the facilities, fixtures and equipment providing hot and cold running water, drinking water and toilet services. All of the foregoing shall be maintained in good operating order and in a safe, healthful and clean condition.

(D) Prompt removal of snow and ice from the sidewalks, steps, walkways, parking lot, driveways and entrance ways serving the Premises.

(E) Janitorial services for the Premises, which shall include, but not be limited to, cleaning, emptying wastebaskets, sweeping and vacuuming, replacing light bulbs and washing the inside and outside of windows at the Premises.

If Licensor fails to complete any repair, replacement, or maintenance for which Licensor is obligated herein within ten (10) days of written notice from Licensee of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, Licensor has not commenced within ten (10) days of said notice the repair, replacement, or maintenance and continuously and diligently prosecuted its completion), Licensee may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. All sums expended and all costs and expenses incurred by Licensee in connection with any such repair, replacement, or maintenance shall be paid by Licensor to Licensee and shall bear interest from the respective

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dales when expended or incurred by Licensee at the rate of the lesser of twelve percent (12%) per annum or the maximum rate then permitted to be charged by law until repaid by Licensor to Licensee, and all such sums, together with interest, shall be deducted from the Fee due to Licensor from Licensee, or payable by Licensor to Licensee on demand as provided herein.

At all times, Licensor shall comply with all applicable municipal, county, state and federal ordinances, laws, rules, and regulations pertaining to the repair, maintenance, and operation of the Premises. Licensor also agrees that the Licensee has the right to inspect, sample and analyze the materials, systems and structures in the Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Premises with standards or guidelines established by any of the foregoing.

7. **IMPROVEMENTS AND REPAIRS.**

A. With the prior written consent of the Licensor, which shall not be unreasonably withheld or denied, the Licensee may make alterations, installations, improvements, additions or other physical changes (“**Improvements**”) in or about the Premises.

B. Licensee, at its sole cost and expense, shall take good care of the Premises and shall not damage any furniture, fixtures or equipment of any person. All damage to the Premises or to any other part of the Building, or to its fixtures, equipment or appurtenances, requiring repair and caused by or resulting from misuse or negligent conduct or omission of Licensee, shall be repaired at Licensee’s expense.

8. **QUIET ENJOYMENT.** Licensor covenants and agrees that, so long as Licensee is not in default of any of its obligations hereunder, Licensee shall have the right to peaceful and quiet possession of the Premises without any disturbance or hindrance by or from Licensor, its agents, employees, successors and assigns.

9. **SURRENDER OF PREMISES UPON TERMINATION.** Upon the expiration or earlier termination of this License, Licensee shall vacate the Premises, broom clean and return the same to Licensor in as good a state or condition as existing on the Effective Date with any Improvements, ordinary wear and tear, fire and other casualty excepted, and Licensee shall remove all of its property therefrom.

10. **INSURANCE.**

A. Licensee self-insures with regard to liability and property damage for at least the first One Million Dollars (\$1,000,000.00) and Licensee agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Term, including any extensions or renewals thereof. Licensee shall provide Licensor with a letter of self-insurance under its self-insurance program indicating coverage for Licensor as though Licensor were an additional insured.

B. Licensor shall purchase and keep in full force and effect during the Term, including any extension or renewals thereof, policies issued by insurers licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Licensor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

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i) Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million 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 operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

ii) Insurance on the Building and on all improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Building (above foundations and not including leasehold improvements or any Licensee fixtures, furniture, and or equipment) or an amount sufficient to prevent Licensor from becoming a co insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time.

C. Licensor shall have the policies referenced above endorsed to provide that “the Board of Education of the City of Chicago, a body politic and corporate, and its 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”.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Licensor’s obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this License have been fully met or that the insurance policies indicated on the certificate are in compliance with all License requirements. Licensor’s failure to carry or document required insurance shall constitute a breach of this License. If Licensor fails to comply with such requirements, Board may obtain such insurance and Licensor shall pay Board the premium cost therefore upon demand or Board may deduct the cost of same from the Fee hereunder.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Licensor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Licensor hereunder.

The coverages and limits furnished by Licensor in no way limit Licensor's liabilities and responsibilities specified herein or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this License, if any, or any limitation that might be placed on the indemnity in this License given as a matter of law.

Licensor agrees that insurers waive their rights of subrogation against the Board.

Licensor must register with the insurance certificate monitoring company designated by the Board stated below and must maintain a current insurance certificate on file during the entire time of

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providing services to the Board. Licensor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year but is subject to change.

Each year, Licensor will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications Inc.
211 W. Wacker - Suite 220
Chicago, IL 60654
Phone - (312) 494-5709
Email - dans@topiarycomm.net

The website for online registration, insurance certificate submissions and annual fee payments is URL - <https://www.cpsvendorcert.com>

11. **LICENSOR DEFAULT.** If Licensor is in default under this License and such default shall continue for ten (10) days after Licensee has notified the Licensor by written notice of such default (except in the case of a default which cannot be remedied within ten (10) days and where Licensor shall have commenced and shall be diligently pursuing all necessary action to remedy such default), the Licensee may, but shall not be obligated to: (i) cure the default itself and deduct the cost and expense thereof from the Fee due Licensor under this License; or (ii) immediately terminate this License by providing Licensor written notice as provided for herein. The remedies under the terms of this License are not intended to be exclusive of any other rights or remedies Licensee may have and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute.

12. **LICENSEE DEFAULT.** If the Licensee is in default under this License and such default shall continue for ten (10) days after Licensor has notified the Licensee by written notice of such default (except in the case of a default which cannot be remedied within ten (10) days and where Licensee shall have commenced and shall be diligently pursuing all necessary action to remedy such default), the Licensor may, but shall not be obligated to, cure the default or elect to terminate this License by providing Licensee written notice as provided for herein. Termination under this Paragraph 12 shall only be effective as of the end of the then current school year. The remedies under the terms of this License are not intended to be exclusive of any other rights or remedies Licensee may have and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute.

13. **CASUALTY AND CONDEMNATION.** If the Premises are made unusable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Licensor or Licensee may elect to terminate this License as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other Party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a Party receives notice or otherwise becomes aware of such proceedings. The Fee shall abate as of the date of the casualty or the taking, and if there is any award or payment by the condemning governmental entity, Licensee shall not be entitled to any portion thereof. Licensor agrees to promptly notify Licensee if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

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14. INDEMNIFICATION.

A. To the extent permitted by law and without waiving or limiting the liability, immunity, defense or other provisions of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*), Licensee hereby agrees to indemnify and hold the Licensor harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensor as a result of Licensee's actions on or about the Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Licensee's negligent acts, errors and/or omissions.

B. Licensor hereby agrees to indemnify and hold the Licensee harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensee as a result of Licensor's ownership and/or actions on or about the Premises, limited, however, to only such liabilities, claims or demand which arise or arc caused by Licensor's negligent acts, errors and/or omissions.

15. SECURITY. Licensor agrees to establish and maintain security measures appropriate to reasonably protect: (i) the Premises; (ii) individuals properly present at the Premises: and (iii) personal property of the Licensee or any such individuals located thereon. Licensee agrees to cooperate with Licensor in maintaining security and in establishing security measures for the Premises comparable to security at Licensor's other places of operation.

16. NOTICES. All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a Party's attorney or agent, or (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Licensor: Boys and Girls Club of Chicago
Robert R. McCormick Club
c/o Club Support Center
2102 W. Monroe Street
Chicago, Illinois 60612
Attention: Larisa Morrison, Chief Financial Officer

If to Licensee: Chicago Board of Education
Department of Facilities and Operations
42 W. Madison, 3rd Floor
Chicago, Illinois 60602
Attention: Chief Operating Officer

With a copy to: Chicago Board of Education
Law Department
One N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attention: General Counsel

Either party may from time to time change the names and addresses furnished for notice hereunder by giving written notice of said change to the other Party in accordance with the notice provisions set forth above.

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17. **PARAGRAPH HEADINGS.** The paragraph 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 of intent of the paragraph to which they pertain.

18. **SUCCESSORS AND ASSIGNS.** This License shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

19. **AUTHORITY.** The individual officers, agents, and employees of the parties hereto who execute this License do hereby individually represent and warrant that they have full power and lawful authority to execute this License and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

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

21. **CONFLICT OF INTEREST.** This License is not legally binding on the Licensee 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.

22. **INDEBTEDNESS.** Licensor agrees to comply with the Licensee'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.

23. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Licensor agrees that any expenditures beyond the Licensee's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget(s).

24. **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.

25. **ETHICS.** The Licensee's Ethics Code adopted May 25, 2011 (11-0525-P02), as amended from time to time is incorporated into and made part of this License.

27. **GOVERNING LAW.** This License shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Licensor 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 execution or performance of this License. Licensor agrees that service of process on the Licensor may be made, at the option of the Licensee, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by the Licensor, or by personal delivery on any officer, director, or managing or general agent of the Licensor. If any action is brought by the Licensor against the Licensee concerning this License, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

28. **NON-LIABILITY OF BOARD OFFICIALS.** Licensor agrees that no Board member, employee, agent, officer or official shall be personally charged by Licensor with any liability or expense under this

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Licensee or be held personally liable under this License to Licensor.

29. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this License and all documents submitted to the Board related to this contract award 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 License is subject to reporting requirements under 105 ILCS 5/34-220. Licensor further acknowledges that this License shall be posted on the Board's Internet website at www.cps.edu.

30. **DEBARMENT AND SUSPENSION.** Licensor certifies, to the best of its knowledge and belief, after due inquiry, that:

A. It, its principals, or its subcontractors who perform work in connection with operations relating to this License or the Use under the License are 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];

B. It, its principals, or its subcontractors who perform work in connection with operations relating to this License or the Use under the License are 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; and

C. It, its principals, or its subcontractors who perform work in connection with operations relating to this License or the Use under the License have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

"Principals" for the purposes of this certification means officers; directors, owners; partners; persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

In performing any its obligations hereunder, Licensor shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (08-1217-PO1), as amended.

31. **PROHIBITED ACTS.** Licensor represents and warrants to Licensee that within the three (3) years prior to the effective date of the License, Licensor 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.

32. **ENTIRE AGREEMENT AND AMENDMENT:** This License, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this License. No modification of or amendment to this 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 this License are of no force or effect.

33. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This License may be executed in any number of counterparts and with digital signatures (DocuSign), each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. Original and digital

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signatures delivered by facsimile or electronic means shall be considered binding on both parties.

34. **FORCE MAJEURE.** Neither Party shall be liable for any delay or non-performance of their obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates written below.

LICENSEE:

LICENSOR:

BOYS AND GIRLS CLUB OF CHICAGO

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: *Larisa Morrison*
Larisa Morrison
Title: *Chief Financial Officer*

DocuSigned by:
Charles Mayfield
EF57B76ABC90427...
Charles E. Mayfield
Title: *Interim Chief Operating Officer*

Date: *Feb. 3, 2023*

Date: February 15, 2023 | 3:22:21 PM CST

Attest:

Approved as to Legal Form:

By: *Katharine M. Rutkowski*
KATHARINE M. RUTKOWSKI
Title: *DIRECTOR OF EXECUTIVE OPERATIONS*
Date: *2-3-2023*

DocuSigned by:
Joseph T. Moriarty
571EC59C33144C5...
Joseph T. Moriarty
General Counsel

COO Report No: 23-0214-COO-03