

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT TO LICENSE AGREEMENT is made and entered into as of the last date written below (this "**Amendment**"), by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("**Licensor**" or "**Board**") and **THE SALVATION ARMY**, an Illinois not-for-profit corporation ("**Licensee**"). The Board and Licensee are referred to singularly as the "**Party**" and jointly as the "**Parties**".

RECITALS

A. Licensor and Licensee are parties to a License Agreement dated July 1, 2021 (the "**Agreement**") for four (4) modular classroom units located at Simpson Academy for Young Women located at 1321 South Paulina Street, Chicago, Illinois.

B. Licensee is seeking to construct an addition to the existing playground at the School in the area depicted on the drawing attached hereto as Exhibit A (the "**Access Area**") and install new playground equipment in the Access Area.

C. Licensee has requested to undertake the scope of work attached hereto as Exhibit B (the "**Work**") in connection with the construction of the playground addition and the Board has agreed to allow Licensee to undertake the Work under the conditions set forth herein.

D. In order to undertake and perform the Work, Licensee must access the Access Area for the purpose of inspecting it and preparing plans and specifications, a budget and construction schedule in connection with Work.

E. The Parties mutually desire to amend the Agreement to grant Licensee access to the Access Area to perform the Work and thereafter to use the Access Area upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Effect.** All of the defined terms used herein shall have the same meaning as in the Agreement unless otherwise stated herein or the context clearly requires a different meaning or connotation. Except as expressly provided in this Amendment, all terms and conditions of the License are and shall remain in full force and effect during the Term.

3. **Maintenance.** Paragraph 7 of the Agreement is amended in its entirety to read as follows:

7. **Maintenance.**

- A. Licensee shall be responsible for normal maintenance of the Premises during the permitted Use time; the Licensor shall be responsible for maintaining and repairing the Access Area and playground equipment located within the Access Area.
- B. Licensee shall repair any damage to the Premises or Access Area caused by Licensee, or by its agents, employees, invitees, members, and guests. Licensee shall return the Premises and Access Area to the Licensor in the same or better condition than received.
- C. Licensee shall, at all times during the permitted Use time, at Licensee's sole cost and expense, keep the Premises and Access Area free of all debris, bottles and trash and shall not leave trash or litter on the public way or on private properties near or adjacent to the Premises.
- D. Licensee shall be responsible for all snow removal desired during the permitted Use time. If Licensee fails to remove the snow or requests Licensor to remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the plowing.
- E. Upon Licensor's request or prior written consent, Licensee shall provide and maintain, at its expense, sufficient portable toilet facilities for certain outdoor events it sponsors at the Premises. Licensee shall promptly remove such portable toilet facilities upon completion of each outdoor event.

4. **Alterations and Modifications.** Paragraph 8 of the Agreement is amended in its entirety to read as follows:

8. **Alterations and Modifications; Right of Entry and Use.**

- A. **Alterations and Modifications.** Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement, without (i) prior written consent from the Licensor, and (ii) written proof that the Premises are zoned to allow any such alteration, modification, or improvement. Any request from Licensee to alter, modify, or improve the Premises must include drawings or a detailed written proposal of any such requested changes. All Licensor approved alterations, modifications, improvements or changes shall be at the sole cost and expense of Licensee.
- B. **Right of Entry and Use.**
 - (i) **Grant of Right of Entry and Use.** Subject to the terms and conditions set forth herein, Licensor grants to Licensee a right of entry to the Access Area for the purpose of allowing Licensee to perform the Work on the Access Area and thereafter for the non-exclusive use of the Access Area for the permitted Use and times, subject to the terms and conditions of the Agreement. This right of entry extends to, and Licensee shall be responsible for, its agents, employees, contractors, subcontractors and

consultants. This right of entry is non-assignable. Licensor reserves the right to and, may from time to time, make modifications and installations on the Access Area, and may move and remove such installations and/or the Access Area.

- (ii) **Notification/Coordination of Entry; Contacts.** Licensee agrees to notify Licensor least three (3) days prior to commencing the Work. The Licensor and School reserve the right to have their authorized representatives be present at all times during any access/presence on School property. The initial contact for the Board, School and Licensee shall be:

For the Board:

Jason Powell, Property Manager
773-553-3136
Japowell8@cps.edu

For the School:

Sherita D. Carter-King, Principal
773-534-7812 Ext. 21853
SDCarter@cps.edu

Department of Facilities:
Robert Christlieb, LEED AP
Dir. of Operations – Facilities
773-553-3197
Rmchristlieb1@cps.edu

Jody Scott, School Engineer
708-296-4729
JScott80@cps.edu

For the Licensee:

Leon Denton
773-493-4781 Ext. 3104
Cell: 312-735-3466
Leon.denton@usc.salvationarmy.org

In the event that Licensee requires additional time to complete the Work, Licensee shall request in writing an extension of time from Licensor, which consent shall not be unreasonably withheld.

- (iii) **Cost.** Licensee shall not charge the Licensor any fees, costs or expenses associated with performing the Work. The cost and expenses associated with the Work shall be at the sole cost and expense of the Licensee.
- (iv) **Plans and Specifications.** Licensee shall submit to Licensor, including the CPS Director, Planning & Design or his designee, for Licensor’s review and approval, plans and specifications and any amendments thereto, a budget and construction schedule for the Work. Licensor shall have the right to request reasonable changes to the plans and specifications and Work shall not commence without obtaining the prior written approval of Licensor. Licensee shall use its best efforts to complete the Work in accordance with the approved plans and schedule and within the budget. Licensee shall use its best efforts to conduct the Work while school is not in session. If school is in session and students are present during any performance of the Work, then Licensee covenants, represents and warrants that it will comply with the requirements of Exhibit A of the

Agreement regarding Sexual Abuse and Molestation Insurance and Background Checks for all Staff performing Work on the School property. Licensee's contractor shall keep within their approved work schedule at all times so as not to disrupt school while in session and to avoid interference with the School's use of the playground. Licensee's contractor shall not at any time enter any other part of the School grounds or the School building for any purpose whatsoever.

- (v) **Permits.** Prior to commencing the Work, Licensee agrees to secure, or cause its agents contractors, subcontractors or consultants to secure, at its sole cost and expense, all necessary permits and governmental approvals to perform any portion of the Work and to submit copies of such permits to Licensor upon request. Licensee and its agents, employees, contractors, subcontractors and consultants shall comply at all times with any and all applicable municipal, county, state and federal statutes, laws, ordinances, codes, rules and regulations (collectively, "Laws").

- (vi) **Contractors Insurance Requirements.** Licensee shall submit to Licensor the names and addresses of all contractors. Licensee shall require contractors and subcontractors performing any Work on the Access Area to procure and maintain during the course of any work the insurance listed on Exhibit C attached hereto, Contractor's Insurance Requirements. Licensee shall submit to Licensor its contractor's certificates of insurance evidencing insurance against liabilities that may occur during the performance of or otherwise arise out of any Work, which insurance policy shall name Licensor as an additional insured thereunder. Contractors' and subcontractors' insurance policies shall expressly state that they are primary and non-contributing with respect to any other insurance maintained by Licensor and Licensee.

- (vii) **Inspection and Work.** Licensee agrees to carefully inspect, or cause its agents, employees, contractors, subcontractors and consultants to carefully inspect the property prior to commencing the Work to ensure that such Work will not damage the Property or any surrounding property, structures, utility lines or subsurface lines or cables. Licensee and its agents, employees, contractors, subcontractors and consultants shall take all reasonable safety precautions to ensure that the Work will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, adequately securing the Property throughout the term of this Agreement. Licensee and its agents, employees, contractors, subcontractors and consultants shall perform the Work in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws. Licensee and its agents, employees, contractors, subcontractors and consultants shall keep the Property and any adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition throughout the term of this Agreement. Licensor reserves the right to be present during

and to inspect the Work throughout the term of this Agreement. Neither the Licensee nor its agents, employees, contractors, subcontractors or consultants shall conduct the Work in any manner that may injure the health, safety and welfare of the public, diminish the value of the Property, or violate any Laws, including, without limitation, any environmental laws.

- (viii) **Completion of Work.** Within fifteen (15) days of completing any Work, Licensee shall deliver “as-built” drawings of the alterations or additions, or an accurately marked record set of drawings showing the actual location of such Work and all manufacturer and other warranties with respect to the Work performed and equipment installed. Upon completion of the Work and return the area surrounding the Access Area to substantially the same condition that existed prior to the Work. Any improvements or alterations forming part of the Work shall become Licensor's property at the expiration or earlier termination of the Term without compensation of any kind to Licensee.
- (ix) **No Liens.** Licensee shall keep the Property free from liens and encumbrances arising out of any activities performed, materials furnished or obligations incurred by or for the Licensee. In case of any such lien attaching, Licensee shall immediately pay and remove such lien or furnish security in a manner satisfactory to Licensor. Licensee shall protect, indemnify, defend and hold Licensor harmless from any liens or claims of mechanic's, and/or material men or similar liens arising out of or relating to the Work.
- (x) **No Warranties.** Licensee shall take possession of the Access Area in “**AS-IS, WHERE-IS**” condition. Licensor makes no warranties or representations as to the condition and/or repair of the Access Area or regarding the use or suitability of the Access Area for Licensee's intended Use. Licensee agrees to enter onto the School property and Access Area to perform Work at its own risk.
- (xi) **Board Obligations.** The Board is not obligated to provide funding or to complete the Work in the event that the Work cannot be completed within the budget submitted by the Licensee. After the Work has been completed in accordance with the plans and specifications, the Board shall be responsible for maintaining and repairing the Access Area and installed equipment.
- (xii) **Multi-Project Labor Agreement.** The Licensor has entered into that certain Multi-Project Labor Agreement (a copy of which, including the Supplemental Agreement, is available on Licensor's website at <http://www.csc.cps.k12.il.us/purchasing/documents/MultiProjectLaborAgreement.pdf> and is incorporated herein). Licensee acknowledges familiarity with the requirements of the Multi Project Labor Agreement, including its applicability, if any, to the Work

and its obligations hereunder, and that any contractor or subcontractor hired to perform any such construction projects is a member in good standing of a union signatory to the Multi Project Labor Agreement and will comply with the Multi Project Labor Agreement.

5. **Indemnification.** Paragraph 9 of the Agreement is amended in its entirety to read as follows:

9. **Indemnification.** To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor (**and any titleholders of record, including the City of Chicago ["City"] and the Public Building Commission of Chicago ["PBC"], as the case may be**), 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, 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 (collectively, "Claims"), arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises and Access Area 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 indemnify, defend and hold Licensor, and its officers, agents, and employees, harmless from and against any and all Claims incurred in connection with, arising out of or incident to (a) any act or omission of the Licensee or its agents, employees, contractors, subcontractors or consultants, or (b) any entry upon or use of the school property and Access Area by or on behalf of the Licensee related to the Work.

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

6. **Freedom of Information Act.** Licensee acknowledges that this Amendment and all documents submitted to the Board related to this contract are a matter of public record and are subject to the Illinois Freedom of Information Act (52 ILCS 140/1) and any other comparable state and federal laws and that this Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Licensee further acknowledges that this Amendment shall be posted on the Board's website at www.cps.edu.

7. **Counterparts and Facsimile.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered to be binding on both parties.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below.

LICENSOR:

LICENSEE:

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

THE SALVATION ARMY

By: 
Charles E. Mayfield
Interim Chief Operating Officer

By: 
Title: Bramwell E. Higgins
Secretary

Date: April 19, 2023 | 7:33:06 AM CDT, 2023

Date: April 13, 2023

Authorization: Board Rule 7-13(b)

Approved as to legal form:


Ruchi Verma, General Counsel

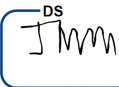


EXHIBIT A
ACCESS AREA

Simpson Academy for Young Women
1321 S Paulina St, Chicago, IL 60608
October 4, 2022

CPS/Salvation Army
Playground Addition
Scale: 1" = 20'-0"

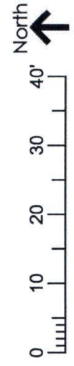
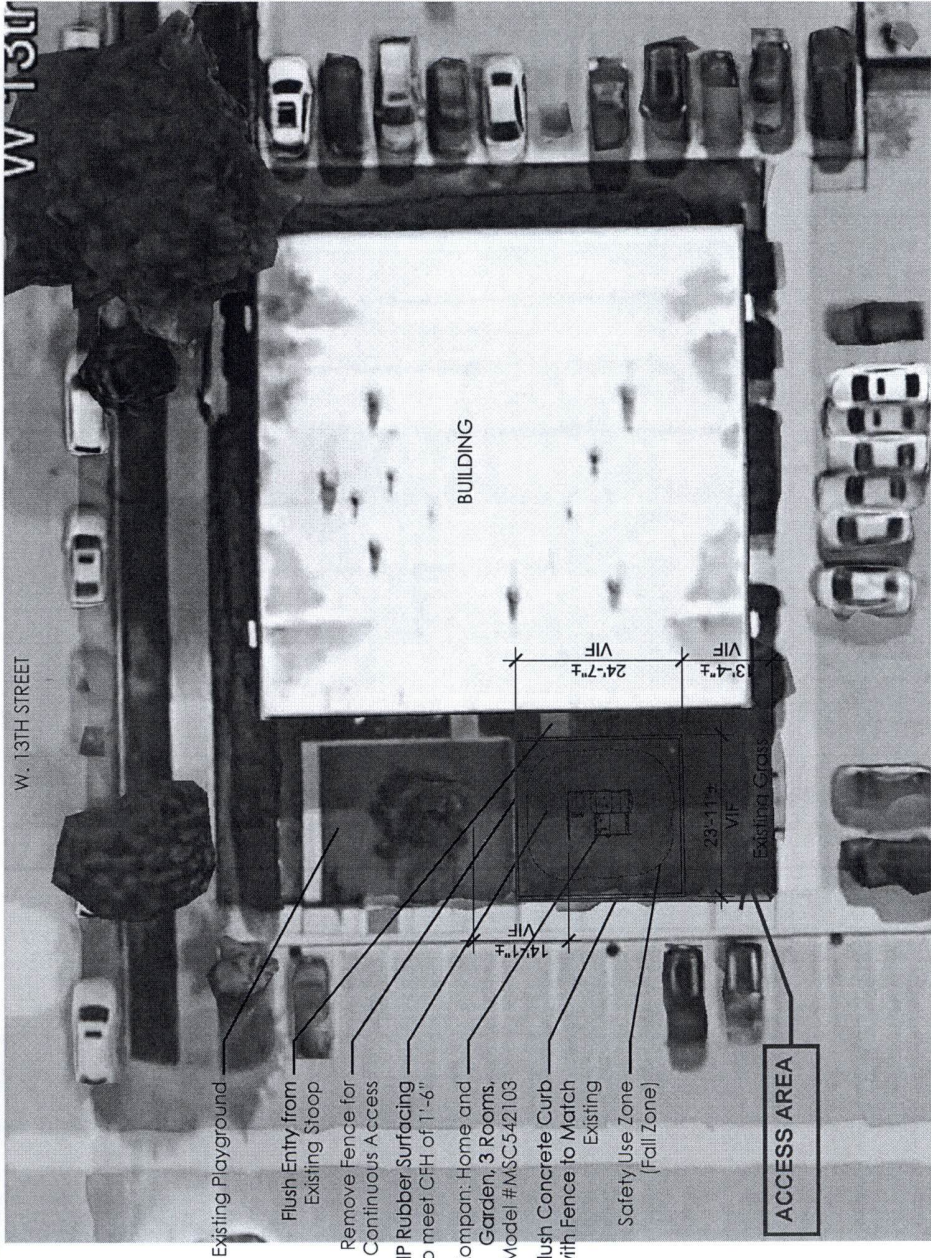


EXHIBIT B
PRELIMINARY SCOPE OF WORK FOR THE PLAYGROUND ADDITION

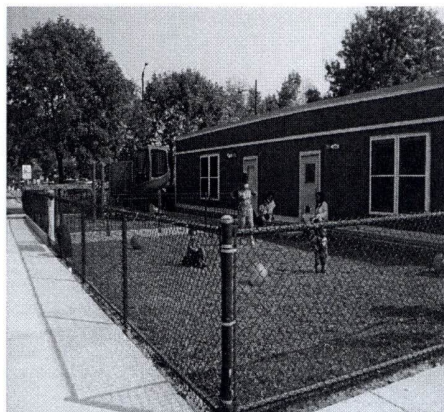
Installation of play equipment by Kompan (manufacturer) with a PIP Rubber surface meeting CPS' fall protection specification. Work also includes removal of a portion of existing fence between play areas, and installation of a new fence to match existing with flush concrete curb.

See attached.



CPS/Salvation Army
Playground Addition
Existing Conditions

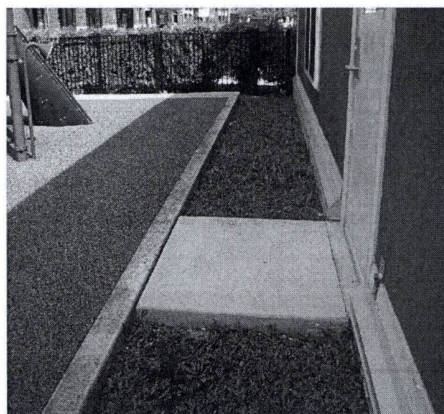
Simpson Academy for Young Women
1321 S Paulina St, Chicago, IL 60608
October 4, 2022



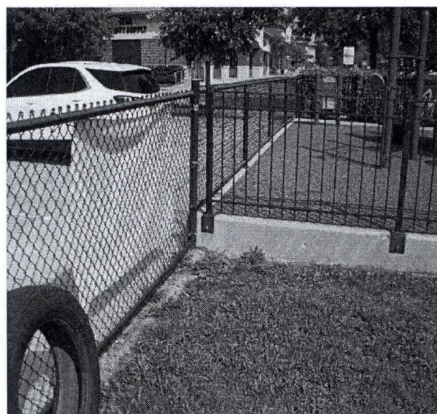
Existing play space



Existing playground with PIP rubber surfacing



Existing curb flush with existing stoop

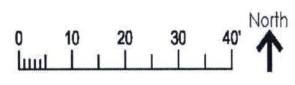
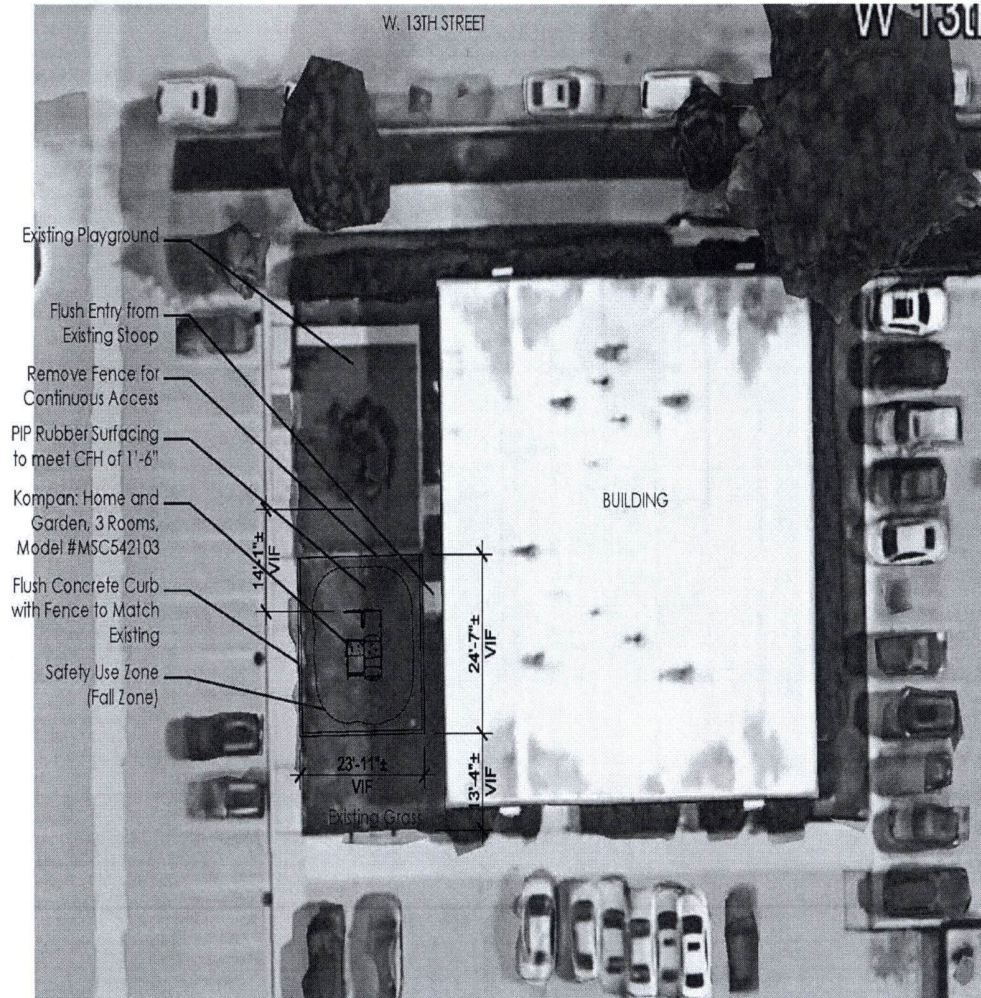


Existing fence on curb



CPS/Salvation Army
Playground Addition
Scale: 1" = 20'-0"

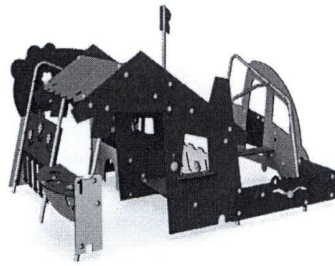
Simpson Academy for Young Women
1321 S Paulina St, Chicago, IL 60608
October 4, 2022





CPS/Salvation Army
Playground Addition
Kompan Play Equipment

Simpson Academy for Young Women
1321 S Paulina St, Chicago, IL 60608
October 4, 2022



Kompan: Home and Garden, 3 Rooms Model #MSC542103

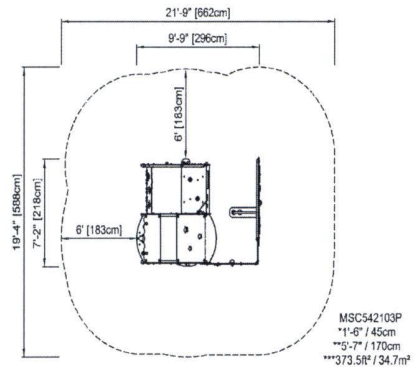


EXHIBIT C

INSURANCE REQUIREMENTS FOR LICENSEE AND ITS CONTRACTORS PERFORMING THE WORK

Licensee shall cause its contractors, subcontractors and consultants performing work on the School property and Access Area to procure and maintain, at Licensee's sole expense (or the expense of its contractors, subcontractors or consultants as applicable), at all times during entry upon the School property and performance of the Work, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering the Work, whether performed by or on behalf of the Licensee.

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide or perform a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$1,000,000.00 for each accident, illness or occurrence.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability; provided, however, subcontractors and consultants performing work or providing services in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract or contract amount is less than \$100,000 and prior approval from Licensor is obtained. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). Licensor and any titleholders of record, including the City of Chicago and the Public Building Commission of Chicago, shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Work.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Work, Licensee or its contractors, subcontractors and consultants shall procure and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage; provided, however, subcontractors and consultants performing the Work in connection with this Agreement may maintain limits of less than \$1,000,000 if their contract amount is less than \$100,000 and prior written approval from Licensor is obtained. Licensor shall be named as additional insureds with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform or provide any services in connection with the Work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of the Site Investigation and Work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) All Risk Property. Licensee, its contractors, subcontractors and consultants shall be responsible for all loss or damage to their personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by the Licensee or its contractors, subcontractors and consultants. Licensee's contractors, subcontractors and consultants shall be responsible for all loss or damage they cause to the Property at its replacement cost.

Licensee shall deliver, or cause its contractors, subcontractors and consultants to deliver, to Licensor certificates of insurance required herein. The policies shall be endorsed as follows:

“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 Certificates must provide for thirty (30) days prior written notice to Licensor of any material change, cancellation or non-renewal of any policy and be given to:

Board of Education of the City of Chicago
Department of Risk Management and Real Estate Department
42 W. Madison
Chicago, Illinois 60602

The receipt of any certificate does not constitute agreement by Licensor that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate comply with all requirements set forth herein. Licensor’s failure to obtain certificates or other evidence of insurance from Licensee (or its contractors, subcontractors or consultants as applicable) shall not be deemed to be a waiver by Licensor of the insurance requirements set forth herein. Licensee shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve the Licensee of the obligation to provide insurance as specified herein. Licensor may terminate this Agreement for non-fulfillment of the insurance conditions and retains the right to stop the Work until proper evidence of insurance is provided.

Licensee (or its contractors, subcontractors or consultants as applicable) shall be responsible for any and all deductibles or self-insured retentions. The Licensee agrees that insurers shall waive their rights of subrogation against the Licensor, their employees, elected officials, agents, and representatives. Licensee expressly understands and agrees that any coverages and limits furnished by it (or its contractors, subcontractors or consultants as applicable) shall in no way limit Licensee’s or its contractor’s, subcontractor’s or consultant’s liabilities and responsibilities specified in this Agreement or by law. Licensee expressly understands and agrees that its insurance (or that of its contractors, subcontractors and consultants as applicable) is primary and any insurance or self-insurance programs maintained by the Licensor shall not contribute with insurance provided by the Licensee (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Licensee shall require all contractors, subcontractors and consultants to maintain the above-described coverage, or the Licensee may provide such coverage for its contractors, subcontractors. or consultants. Licensor shall have no responsibility to provide insurance or security for the property, material, supplies, or equipment to be used by the Licensee or any of its contractors, subcontractors or consultants in connection with the Work.

Licensor maintains the right to modify, delete, alter or change these requirements.