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SEVENTH RENEWAL OF PARKING LOT LICENSE AGREEMENT

THIS SEVENTH RENEWAL OF PARKING LOT LICENSE AGREEMENT ("Seventh Renewal Agreement") is entered into as of the 1st day of July, 2021 (the "Effective Date"), between the BOARD OF EDUCATION OF THE CITY OF CHICAGO (the "Licensee"), a body politic and corporate and ST. PAULS UNITED CHURCH OF CHRIST, located at 2335 North Orchard Street, Chicago, Illinois (the "Licensor"), and Illinois not-for-profit organization. The Licensor and Licensee are referred to below each as a "Party" and collectively as the "Parties".

RECITALS

- A. The Licensor and the Licensee entered into that certain Parking Lot License Agreement dated as of July 1, 2000 (the "Original Agreement"), for a term commencing on July 1, 2000 and ending June 30, 2003, in which the Licensor and the Licensee agreed that the Licensee could use thirteen (13) parking slots in the Parking Lot of the Licensor located at 628 West Kemper Place, Chicago, Illinois (the "Property"), only on Mondays through Fridays, between the hours of 7:00 a.m. and 3:30 p.m., and such additional hours, if needed, upon seven (7) days advance notice from Licensee to Licensor;
- B. As of July 1, 2003, the parties entered into the certain Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Renewal Term of July 1, 2003, to June 30, 2006 (the "Renewal Agreement") as incorporated herein by this reference;
- C. As of July 1, 2006, the parties entered into that certain Second Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Second Renewal Term of July 1, 2006, to June 30, 2009 ("Second Renewal Agreement") as incorporated herein by this reference;
- D. As of July 1, 2009, the parties entered into that certain Third Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Third Renewal Term of July 1, 2009, to June 30, 2013 ("Third Renewal Agreement") as incorporated herein by this reference;
- E. As of July 1, 2013, the parties entered into that certain Fourth Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Fourth Renewal Term of July 1, 2013, to June 30, 2016 ("Fourth Renewal Agreement") as incorporated herein by this reference;
- F. As of July 1, 2016, the parties entered into that certain Fifth Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Fifth Renewal Term of

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July 1, 2016, to June 30, 2019 ("Fifth Renewal Agreement") as incorporated herein by this reference;

- G. As of July 1, 2019, the parties entered into that certain Sixth Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Sixth Renewal Term of July 1, 2019, to June 30, 2021 ("Sixth Renewal Agreement") as incorporated herein by this reference;
- H. The parties agree that the Original Agreement, the Renewal Agreement, the Second Renewal Agreement, the Third Renewal Agreement, the Fourth Renewal Agreement, the Fifth Renewal Agreement and the Sixth Renewal Agreement shall be collectively referred to herein as the "Agreement"; and
- I. The parties hereto desire to renew the Agreement for an additional three (3) year term on the terms and conditions as set forth herein and to amend the insurance requirements, and not otherwise.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing 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 is hereby acknowledged, and the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. Except as otherwise expressly indicated herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.
- 2. The parties agree that the Agreement shall be renewed for a term commencing July 1, 2021, and to continue through June 30, 2024 (the "Seventh Renewal Term").
- 3. During the Seventh Renewal Term, the annual License Fee shall be Twenty Thousand Dollars (\$20,000) for the one-year period July 1, 2021 to June 30, 2022 payable in monthly installments of One Thousand Six Hundred Sixty Six and 66/100 Dollars (\$1,666.66), the annual License Fee shall be Twenty-Three Thousand Four Hundred Dollars (\$23,400.00) for the one-year period July 1, 2022 to June 30, 2023 payable in monthly installments of One Thousand Nine Hundred Fifty Dollars (\$1,950.00), and for the remainder of the Seventh Renewal Term, the annual License Fee shall be Twenty-Nine Thousand Two Hundred and Fifty Dollars (\$29,250.00), payable in monthly installments of Two Thousand Four Hundred Thirty Seven and 50/100 Dollars (\$2,437.50), to be paid on or before the first day of each month. The maximum amount payable to Licensor hereunder shall not exceed Seventy-Two Thousand Six Hundred Fifty Dollars (\$72,650.00).
- 4. During the Seventh Renewal Term, Licensor shall be responsible at all times for maintenance of and

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snow removal at the property.

5. The address for notice to the Board in Paragraph 8 of the Original Agreement is updated as indicated below:

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

With a copy to: Board of Education of the City of Chicago
Law Department
One North Dearborn, Suite 900
Chicago, Illinois 60602
Attention: General Counsel
Fax: (773) 553-1701

6. The parties desire to amend Paragraph 9 of the Original Agreement, which shall be deleted in its entirety and replaced with the following language:

9. **Insurance Required.** Each Party must provide and maintain at its own expense, until the termination of this License Agreement, the minimum insurance coverages and requirements specified below, insuring all operations related to this License 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. Each Party shall submit to the other Party satisfactory evidence of insurance coverage prior to commencement of the Term and, upon request, shall promptly provide a certified copy of any applicable policy of insurance to the other Party. Minimum insurance requirements for each Party are as follows:

A. **Workers Compensation and Employers Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for each Party's employees as required by law and Employers' Liability Insurance covering each Party's employees who perform work in connection with operations relating to this License Agreement on such Party's behalf.

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) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury, and property damage liability. Coverages must include all premises and operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

C. **Automobile Liability.** Automobile Liability Insurance when any motor vehicles (owned, non-owned and hired) are used in connection with a Party's operations relating to this License Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

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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) per occurrence, which will provide additional limits for general and automobile liability insurance and shall cover each Party, its employees, invitees, and other agents, subject to that of the primary coverage.

E. **Additional Insured; Insurance Certificates.**

1. Licensor shall submit to Licensee satisfactory evidence of insurance coverage within forty-five (45) days of execution of this Agreement and shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensee reserves the right to withhold payment under this License Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. 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
riskmanagement@cps.edu

The above-referenced certificates shall be deposited with Licensee at the above address.

2. Licensee shall have its General, Umbrella, and Automobile Liability insurance policies endorsed to provide that “St. Pauls United Church of Christ”, its members, directors, officers, employees, other agents, and invitees are named as additional insured on a primary basis without recourse or right of contribution from Licensor”. Licensee shall submit to Licensor satisfactory evidence of insurance coverage within forty-five (45) days of execution of this Agreement and shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensor reserves the right to terminate this License Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to Licensor as provided in Paragraph 8. The above-referenced certificates shall be deposited with Licensor at the address identified in Paragraph 8. Notwithstanding the foregoing, Licensor acknowledges that as a municipal corporation Licensee is self-insured and shall provide a letter of self-insurance.

F. **General.** Any failure of either Party to demand or receive proof of insurance coverage shall not constitute a waiver of the other Party’s obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by either Party that the insurance requirements in this License Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all License Agreement requirements. A Party’s failure to carry or document required insurance shall constitute a breach of this License Agreement. If either Party fails to fulfill the insurance requirements of this License Agreement, the other Party reserves the right to stop the Use until proper evidence of insurance is provided, or this License Agreement may be terminated by the non-defaulting Party.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne the Party responsible for damages, claims, or other liability as may arise. Any insurance or self-insurance programs maintained by either Party do not contribute with insurance provided by the other Party under this License Agreement.

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All subcontractors of a Party, if any, are subject to the same insurance requirements herein unless otherwise specified in this License Agreement. Each Party shall require any subcontractors under this Agreement to maintain comparable insurance and in addition, the Board shall require its subcontractors to name the Licensor and its related agents, as listed above, as Additional Insureds. Each Party will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

Each Party agrees that insurers waive their rights of subrogation against the other Party.

Each Party reserves the right to modify, delete, alter or change insurance requirements in a commercially reasonable manner at any time and from time to time.

Licensor must register with the insurance certificate monitoring company designated below and must maintain a current insurance certificate on file during the Term of this License Agreement, including any extensions or renewals thereof. Each Party must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to the commencement of the Term. The initial annual monitoring fee is currently Twelve 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 its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it 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>.

7. Except as specifically amended herein, all other terms of the Agreement shall remain in full force and effect during the Seventh Renewal Term.

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Execution page follows.

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IN WITNESS WHEREOF, the parties hereto have executed this Seventh Renewal Agreement as of the Effective Date.

BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: Charles Mayfield
Charles E. Mayfield
Chief Operating Officer

ST. PAULS UNITED CHURCH
OF CHRIST

By: [Signature]

Name: MADELINE LOCKHART
Title: DIRECTOR OF OPERATIONS

Dated: July 18, 2023 | 9:37:43 PM CDT

Dated: 07/12/2023

COO Report No.: 22-0225-COO10

Approved as to legal form: [Signature]
Ruchi Verma
Ruchi Verma
General Counsel