

 ORIGINAL

**LICENSE AGREEMENT**  
**FOR SPACE AT BOYS AND GIRLS CLUB OF**  
**CHICAGO, ROBERT R. MCCORMICK CLUB, 4835 N.**  
**SHERIDAN ROAD, CHICAGO, ILLINOIS BETWEEN**  
**THE BOYS AND GIRLS CLUB OF CHICAGO, AS**  
**LICENSOR,**  
**AND**  
**THE BOARD OF EDUCATION OF THE CITY OF**  
**CHICAGO, AS LICENSEE**

**DATED: AS OF JULY 1, 2011**

LICENSE AGREEMENT FOR SPACE AT BOYS AND GIRLS CLUB  
OF CHICAGO, ROBERT R. MCCORMICK CLUB, 4835 N. SHERIDAN  
ROAD, CHICAGO, ILLINOIS BETWEEN THE BOYS AND GIRLS  
CLUB OF CHICAGO, AS LICENSOR, AND THE BOARD OF  
EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE

THIS LICENSE AGREEMENT ("License") is made as of this 1st day of July, 2011 ("Effective Date") between BOYS AND GIRLS CLUB OF CHICAGO, ROBERT R. MCCORMICK CLUB, an Illinois not-for-profit Corporation ("Licensor") and the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate ("Licensee").

**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. Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's students. The Licensee's usage is Mondays through Fridays from 9:00 a.m. to 2:00 p.m. All of the above 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 as of the Effective Date and ending on June 30, 2012 ("**Initial Term**").
2. **OPTION TO RENEW.** 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 three (3) additional periods of one (1) year each (the first such right being referred to herein as the "**First Renewal Option**" and the period covered by the First Renewal Option being herein referred to as the "**First Renewal Term**"; and the second such right being referred to herein as the "**Second Renewal Option**" and the period covered by the Second Renewal Option being referred to herein as the "**Second Renewal Term**"; and the third such right being referred to herein as the "**Third Renewal Option**" and the period covered by the Third Renewal Option being referred to herein as the "**Third Renewal Term**", the First Renewal Term, the Second Renewal Term, and the Third Renewal Term being collectively referred to herein as the "**Renewal Terms**"), such rights to be exercised in a written notice given to Licensor by Licensee prior to the expiration date of the Initial Term for the exercise of the First Renewal Option, prior to the expiration of the then current 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.
3. **USE.** The Premises will be used for recreational purposes by students of McCutcheon Elementary School.

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-Four Thousand One Hundred Forty-Nine and 87/100 Dollars (\$34,149.87) per year, payable on the first day of each month of the Initial Term (and the Renewal Terms) in the amount of Two Thousand Eight Hundred Forty-Five and 82/100 Dollars (2,845.82) per month.

5. **CONDITION OF PREMISES.** Licensor shall deliver to Licensee possession of the Premises on the Effective Date in broom clean condition and appropriately appointed for Licensee's use.

6. **LICENSOR COVENANTS.** Throughout the Term (and any Renewal Term), Licensor shall provide the following:

A. heat, water, and electricity necessary for the use and occupancy of the Premises for the purposes of Licensee's use of the Premises;

B. all maintenance, replacement or repairs (including, but not limited to), painting of the Building. Licensor agrees to maintain the Building in good condition and repair during the Initial Term and any Renewal Term(s) of the License;

C. all maintenance, replacement or 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; and

D. prompt removal of snow and ice from the sidewalks, steps, walkways, driveways and entrance ways serving the Premises.

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.

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 dates 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.

7. **IMPROVEMENTS.** With the prior written approval of the Licensor, which shall not be unreasonably withheld or denied, the Licensee may make improvements ("Improvements") to the Premises which are necessary for the use thereof by the Licensee.
8. **QUIET ENJOYMENT.** Licensor covenants that Licensee shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Licensor, its agents, employees, successors and assigns.
9. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this License, by lapse of time or otherwise, the Licensee shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, and equipment of all kinds from said Premises. The Licensee shall deliver the Premises, upon termination, in as good a state or condition as the Premises existed on the Effective Date of this License with the Improvements, with the exception of reasonable use and wear thereof, and damages by fire and/or accident.
10. **INSURANCE.**
- A. Licensee self-insures with regard to liability and property damage for at least the first Two Million and 00/100 Dollars (\$2,000,000.00), and Licensee agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Initial Term (and all Renewal Terms).
- B. Licensor agrees to purchase and keep in full force and effect during the Initial Term (and all Renewal Terms), insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois 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) or an amount sufficient to prevent Licensee 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. The policy shall name Licensee as an additional insured, and shall contain a clause stating that the insurer will not cancel or change the insurance without first giving Licensee thirty (30) days prior written notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Licensee. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, and stating that Licensee shall be provided thirty (30) days prior written notice of any cancellation, material change, or non-renewal of any such policy, shall be deposited with Licensee on or before the Effective Date. If Licensor fails to comply with such requirements, Licensee may obtain such insurance and keep the same in effect, and Licensor shall pay the premium cost thereof to Licensee upon demand, or Licensee may deduct the cost of the same from Fee hereunder.
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.
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.

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 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.

14. **INDEMNIFICATION.**

A. 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 are 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  
4835 N. Sheridan Road  
Chicago, Illinois 6040  
Attention: George Colone

If to Licensee: BOARD OF EDUCATION  
Department of Facilities and Operations  
125 South Clark Street, 17<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Chief Operating Officer

With a copy to: BOARD OF EDUCATION  
Law Department  
125 South Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Patrick J. Rocks, 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.

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 provisions 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-PO2), as amended from time to time is incorporated into and made part of this License.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the first day of July, 2011.

LICENSEE:

BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

By: Patricia L. Taylor  
Patricia L. Taylor, Chief Operating Officer

LICENSOR:

BOYS AND GIRLS CLUB OF CHICAGO

By: George Colone

Name: George Colone

Title: Club Director

Attest:

By: Jeffrey Sadowski

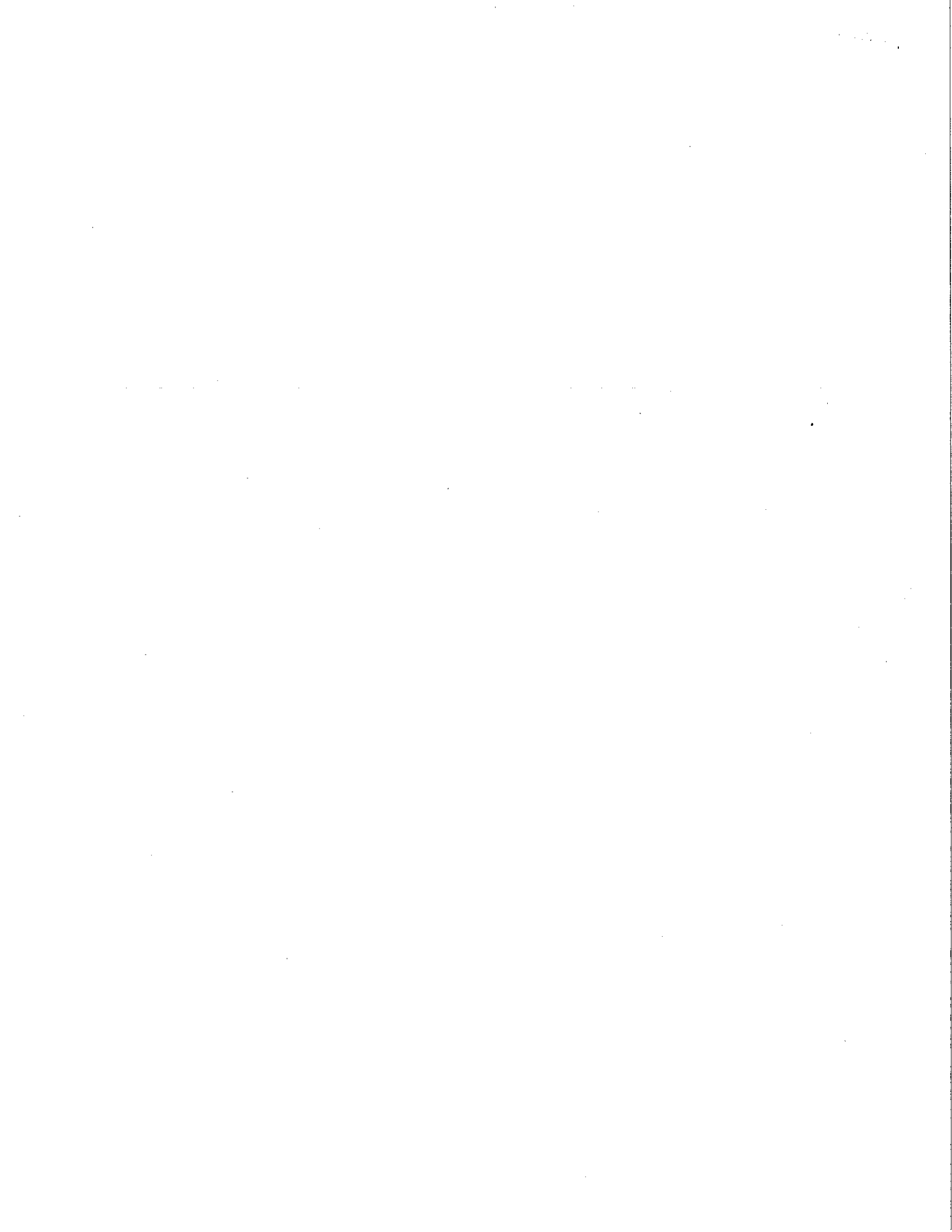
Name: Jeffrey Sadowski

Title: Vice President of Operations

COO Report Number: 11-0610-COO2

Approved as to legal form: KRM/gt

Patrick J. Rocks  
Patrick J. Rocks, General Counsel





## FIRST RENEWAL OF LICENSE AGREEMENT

**THIS FIRST RENEWAL OF LICENSE AGREEMENT** ("First Renewal Agreement") is entered into as of the first day of July, 2012 ("Effective Date"), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "Licensee"), a body politic and corporate and the **BOYS AND GIRLS CLUB OF CHICAGO**, an Illinois not-for-profit corporation located at 4835 North Sheridan Road, Chicago, Illinois (the "Licensor").

### RECITALS

- A. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2011, ("Original Agreement") for a term commencing on July 1, 2011 and ending June 30, 2012 in which the Licensor and the Licensee agreed that the Licensee could use certain portions of the building ("Building") owned by Licensor located at 4835 North Sheridan Road, Chicago, Illinois (the "Premises") during the hours set forth in the Agreement;
- B. The parties hereto desire to further renew the Agreement on the terms and conditions as set forth herein, 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. The parties agree that the License Agreement shall be renewed for a term commencing July 1, 2012 and to continue through June 30, 2013 ("First Renewal Term").
- 2. During the First Renewal Term:
  - a. the Premises shall only be used by McCutcheon Elementary School;
  - b. the Premises shall consist of the following portions of the Building: gymnasium, swimming pool, boys' and girls' locker rooms, computer lab, auditorium, arts lab and games room. Licensee's students shall also be allowed to access Licensor's computers and Internet.
  - c. the Premises may be used by McCutcheon Elementary School on Mondays through Fridays from 9:00 a.m. to 2:00 p.m.; and
  - d. the License Fee shall be unchanged and shall remain at \$34,149,87 per year (\$2,845.82 per month) at all times during the First Renewal Term.
- 3. Except as specifically renewed and amended herein, all other terms of the Agreement shall remain in full force and effect during the First Renewal Term.

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

**BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

By: *Liza B. Balistreri*  
Liza B. Balistreri,  
Director of Real Estate

Date: 4.17.13

**BOYS AND GIRLS CLUB OF CHICAGO**

By: *George Colone*  
Name: George Colone

Title: Club Director

Date: 4/2/2013

Attest: *Heather A Kavka*

Name: Heather Kavka

Title: Director, Field Operations

COO Report No.: 120620-C001

Approved as to Legal Form:

*James L. Bebley*  
James L. Bebley, General Counsel

*SL/BS*

This document will be posted on the CPS internet website

## **SECOND RENEWAL OF LICENSE AGREEMENT**

**THIS SECOND RENEWAL OF LICENSE AGREEMENT** ("Second Renewal Agreement") is entered into as of the 1st day of July, 2013 ("Effective Date"), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "Licensee"), a body politic and corporate and the **BOYS AND GIRLS CLUB OF CHICAGO**, an Illinois not-for-profit corporation located at 4835 North Sheridan Road, Chicago, Illinois (the "Licensor").

### **RECITALS**

- A. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2011 for a term commencing on July 1, 2011 and ending June 30, 2012 and was subsequently renewed for a term commencing July 1, 2012 and ending June 30, 2013 (the "Agreement");
- B. The parties hereto desire to further renew the Agreement on the terms and conditions as set forth herein, 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. **Capitalized Terms.** All capitalized terms not defined in this Second Renewal Agreement shall have the same definition as set forth in the Agreement.
2. **Second Renewal Term.** The parties agree that the License Agreement shall be renewed for a term commencing July 1, 2013 and to continue through June 30, 2014 ("Second Renewal Term").
3. **License Fee.** The License Fee during the Second Renewal Term shall be unchanged and remain at \$34,149.87 per year (\$2,845.82 per month).
4. Except as stated in this Second Renewal of License Agreement, all other terms of the Agreement remain in full force and effect.

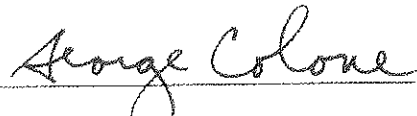
IN WITNESS WHEREOF, the parties hereto have executed this SECOND Renewal Agreement as of the Effective Date.

**BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

By:   
Liza Balistreri  
Director of Real Estate

Date: 8-15-13

**BOYS AND GIRLS CLUB OF CHICAGO**

By:   
Name: George Colone

Title: Club Director

Date: August 6, 2013

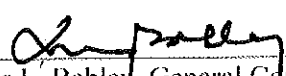

Attest: 

Name: Heather Kavka

Title: Director, Field Operations

COO Report No.: 13-0606-C003

Approved as to Legal Form:

   
James L. Bebley, General Counsel

This document will be posted on the CPS internet website

### THIRD RENEWAL OF LICENSE AGREEMENT

**THIS THIRD RENEWAL OF LICENSE AGREEMENT** (“Third Renewal Agreement”) is entered into as of the 1st day of July, 2014 (“Effective Date”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “Licensee”), a body politic and corporate and the **BOYS AND GIRLS CLUB OF CHICAGO**, an Illinois not-for-profit corporation located at 4835 North Sheridan Road, Chicago, Illinois (the “Licensor”).

#### RECITALS

- A. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2011 for a term commencing on July 1, 2011 and ending June 30, 2012 and was subsequently renewed for a term commencing July 1, 2012 and ending June 30, 2013, and subsequently renewed for a term commencing July 1, 2013 and ending June 30, 2014 (the “Agreement”);
- B. The parties hereto desire to further renew the Agreement on the terms and conditions as set forth herein, 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. Capitalized Terms. All capitalized terms not defined in this Third Renewal Agreement shall have the same definition as set forth in the Agreement.
2. Third Renewal Term. The parties agree that the License Agreement shall be renewed for a term commencing July 1, 2014 and to continue through June 30, 2016 (“Third Renewal Term”). The Board shall have the right to terminate this Renewal of License Agreement by providing 60 days written notice to the Licensor.
3. License Fee. The License Fee during the Third Renewal Term shall be increased from the Second Renewal Term by THREE PERCENT (3%) for a total of \$35,173.50 per year (\$2,931.12 per month).
4. Original Agreement. Except as stated in this Third Renewal of License Agreement, all other terms of the Agreement remain in full force and effect.

This document will be posted on the CPS internet website

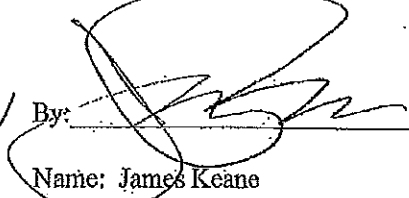
IN WITNESS WHEREOF, the parties hereto have executed this Third Renewal Agreement as of the Effective Date.

**BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

By:   
Patricia Taylor  
Chief Facility Officer

Date: AUGUST 8-2014

**BOYS AND GIRLS CLUB OF CHICAGO**

By:   
Name: James Keane

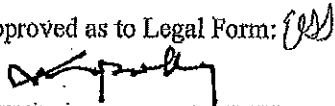
Title: President and CEO

Date: 7/29/14

Attest:   
Name: Alicia Vega

Title: Vice President of Youth Development

COO Report No.: 14-0414-C007

Approved as to Legal Form:   
James L. Bebley, General Counsel

This document will be posted on the CPS internet website

## **FOURTH RENEWAL OF LICENSE AGREEMENT**

*(Boys and Girls Club of Chicago)*

**THIS FOURTH RENEWAL OF LICENSE AGREEMENT** (“**Fourth Renewal Agreement**”) is entered into as of the 1st day of July, 2014 (“**Effective Date**”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and the **BOYS AND GIRLS CLUB OF CHICAGO**, an Illinois not-for-profit corporation located at 4835 North Sheridan Road, Chicago, Illinois (the “**Licensor**”).

### **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. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2011 for a term commencing on July 1, 2011 and ending June 30, 2012 (the “**Original Agreement**”) which was subsequently renewed by a first renewal agreement for a term commencing July 1, 2012 and ending June 30, 2013 (“**First Renewal Agreement**”), which was subsequently renewed by a second renewal agreement for a term commencing July 1, 2013 and ending June 30, 2014 (“**Second Renewal Agreement**”), which was subsequently renewed by a third renewal agreement for a term commencing July 1, 2014 and ending June 30, 2016 (“**Third Renewal Agreement**”). The Original Agreement and all renewals thereof shall collectively be referred to as the “**Agreement**”;
- C. The parties hereto desire to further renew the Agreement on the terms and conditions as set forth herein, 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. Capitalized Terms. All capitalized terms not defined in this Fourth Renewal Agreement shall have the same definition as set forth in the Agreement.
2. Fourth Renewal Term. The parties agree that the License Agreement shall be renewed for a term commencing July 1, 2016 and to continue through June 30, 2017 (“**Fourth Renewal Term**”). The Board shall have the right to terminate this Fourth Renewal Agreement by providing 60 days written notice to the Licensor.

This document will be posted on the CPS internet website

3. Premises: During the Fourth Renewal Term the Premises will consist of the following portions within the Building: gymnasium, swimming pool, boys' and girls' locker rooms, computer lab, auditorium, arts lab and games room. Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's students. Licensee's use shall be from 8:00 a.m. to 3:30 p.m. Monday through Friday.

4. License Fee. The License Fee during the Fourth Renewal Term shall be increased from the Third Renewal Term by THREE PERCENT (3%) for a total of \$36,228.71 per year payable in monthly installments (\$3,019.06 per month).

5. Notices: All notices required under the Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

If to the Licensee: Chicago Public Schools  
Real Estate Department  
42 West Madison Street, 9<sup>th</sup> Floor  
Attn: Chief Facility Officer

*with a copy to:* Board of Education of the City of Chicago  
General Counsel  
One North Dearborn Street, Suite 900  
Chicago, IL 60602  
Fax: (773) 553-1701

If to Licensor: Boys and Girls Club of Chicago  
Pedersen-McCormick Club  
4835 N. Sheridan Road  
Chicago, IL 60640  
Attn: George Colone

6. Counterparts and Facsimiles. This Fourth Renewal Agreement 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 binding for both parties.

7. Original Agreement. Except as stated in this Fourth Renewal Agreement, all other terms of the Agreement remain in full force and effect.



This document will be posted on the CPS internet website

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

**BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

By: Mary De Runtz  
Mary De Runtz  
Chief, Capital Improvements

Date: 6.23.16

**BOYS AND GIRLS CLUB OF CHICAGO**

By: Mimi LeClair

Name: Mimi LeClair

Title: President and CEO

Date: 5/27/16

Attest: Hermilio Hinojosa

Name: Hermilio Hinojosa

Title: Vice President of Youth Development

**COO Report No.: 16-0201-C001**

Approved as to Legal Form: [Signature]  
Ronald L. Marmer  
Ronald L. Marmer, General Counsel

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.

This Agreement will be posted on the CPS website.

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](mailto: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](mailto: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.

This Agreement will be posted on the CPS website.

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, 9<sup>th</sup> 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.

This Agreement will be posted on the CPS website.

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



This Agreement will be posted on the CPS website.

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](http://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

This Agreement will be posted on the CPS website.

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

By: \_\_\_\_\_  
Charles E. Mayfield  
Title: Interim Chief Operating Officer

Date: Feb. 3, 2023

Date: \_\_\_\_\_

Attest:

Approved as to Legal Form:

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

By: \_\_\_\_\_  
Joseph T. Moriarty  
General Counsel

COO Report No: \_\_\_\_\_

This document will be posted on the CPS internet website.

**RENEWAL OF LICENSE AGREEMENT**  
(BOYS AND GIRLS CLUB OF CHICAGO, PEDERSEN-McCORMICK CLUB,  
4835 N. SHERIDAN ROAD, CHICAGO, ILLINOIS)

**THIS RENEWAL OF LICENSE AGREEMENT (“Renewal Agreement”)** is entered into as of the 1st day of July 2023 (“**Effective Date**”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and the **BOYS & GIRLS CLUBS OF CHICAGO**, an Illinois not-for-profit corporation located at 4835 North Sheridan Road, Chicago, Illinois (the “**Licensor**”).

**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. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2022, for a term commencing on July 1, 2022, and ending June 30, 2023 (“**License**”) for the license of shared space within the Building: gymnasium, swimming pool, boys' and girls' locker rooms, computer lab, auditorium, arts lab, and games room (the “**Premises**”).
- C. The parties hereto desire to further renew the License on the terms and conditions as set forth herein, 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. **Defined Terms**. All capitalized terms not defined in this Renewal Agreement shall have the same definition as set forth in the Agreement.
2. **Renewal Term**. The parties agree that the License shall be renewed for a term commencing July 1, 2023, and continuing through June 30, 2024 (“**Renewal Term**”). The Board shall have the right to terminate this Fifth Renewal Agreement by providing 60 days written notice 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**. The Fee during the Renewal Term shall be Thirty-Eight Thousand Four Hundred Thirty-Five Dollars (\$38,435.00) per year, payable in monthly installments of Three Thousand Two Hundred Two and 92/100 Dollars (\$3,202.92) per month.
5. **Freedom of Information Act**. Licensor acknowledges that this Renewal Agreement and all related documents 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 are subject to reporting requirements under 105 ILCS 5/34-220. Licensor further acknowledges that this Renewal Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

This document will be posted on the CPS internet website.

6. Authority. Licensor represents that it has taken all action necessary for the approval and execution of this Renewal Agreement, and execution by the person signing on behalf of Licensor is duly authorized by Licensor and has been made with complete and full authority to commit Licensor to all terms and conditions of this Renewal Agreement which shall constitute valid, binding obligations of Licensor.

7. Counterparts, Digital Signatures and Facsimiles. This Renewal Agreement may be executed in any number of counterparts and with digital signatures, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. Original and digital signatures delivered by facsimile or electronic means shall be considered binding for both parties.

8. Original Agreement. Except as stated in this Renewal Agreement, all other terms of the License shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal Agreement as of the dates written below.

**LICENSEE:**

**LICENSOR:**

**BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

**BOYS & GIRLS CLUBS OF CHICAGO**

By: \_\_\_\_\_  
Charles E. Mayfield  
Chief Operating Officer

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

Date: \_\_\_\_\_

Date: August 9, 2023

Attest:

COO Report No.: \_\_\_\_\_

By: Katie Rutkowski  
Name: KATIE RUTKOWSKI  
Title: DIRECTOR OF EXECUTIVE OPERATIONS

Approved as to Legal Form:

\_\_\_\_\_  
Ruchi Verma, General Counsel