

**PARKING LOT LICENSE AGREEMENT**

THIS PARKING LOT LICENSE AGREEMENT (this "Agreement") is made and entered into as of this 1st day of July, 2000 by and between the Board of Education of the City of Chicago, a body politic and corporate ("Licensee"), and Union Baptist Church, an Illinois not-for-profit corporation ("Licensor").

**WITNESSETH:**

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the property ("License") described on Exhibit A attached hereto (the "Property") for the sole purpose of parking passenger vehicles, and only during the time periods expressed herein.
2. Limitation to License. Licensee hereby acknowledges and agrees that the License granted hereunder is subject to those certain limitations and restrictions set forth on Exhibit B attached hereto.
3. Term of License. This Agreement shall commence on July 1, 2000 and shall automatically terminate on June 30, 2006 ("Term").
4. Option to Renew. The parties shall have the option to extend the License for one additional six (6) year period at a rate which shall be a continuation of the 3% increase for each twelve month period the Property is licensed to Licensee.
5. Early Termination Right. Either party shall have the right to terminate this Agreement for any reason upon ninety (90) days written notice to the other party.
6. License Fee. In consideration of the grant of this license, Licensee shall pay a monthly license fee to Licensor. The rates reflect an increase of 3% per year. The rate shall be payable on the first of each month, and the rates are as follows:

Year 1:	\$32,400.00 annually	\$2,700.00 per month
Year 2:	\$33,372.00 annually	\$2,781.00 per month
Year 3:	\$34,373.16 annually	\$2,864.43 per month
Year 4:	\$35,404.35 annually	\$2,950.36 per month
Year 5:	\$36,466.49 annually	\$3,038.87 per month
Year 6:	\$37,560.48 annually	\$3,130.04 per month

7. Compliance with Laws. Licensee shall, at all times during the term of this Agreement, comply with, and shall cause its employees to comply with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Licensee's use of the Property.
8. Operation and Maintenance.
  - (a) Licensee shall maintain the Property in its current condition or better throughout the Term of the License and at the expiration of the License, the property will be turned over in the same condition as received or better.
  - (b) At its sole expense, Licensee shall keep the Property free of all debris, bottles and trash during the times Licensee is using the Property.
  - (c) Licensee shall be responsible for snowplowing, when the snow is more than two inches (2") deep, on weekdays when the Property is being used by Licensee.
  - (d) Licensee shall make necessary improvements to the Property as required by the City of Chicago Department of Zoning.
9. Insurance. Licensee shall, at its sole cost and expense, provide liability coverage, to the extent required by law, to Licensor under its self-insurance program.
10. Condition of Property. No agreements or representations have been made to Licensee regarding the condition of the Property. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Property and accepts the Property as being free from defects and in good, clean and sanitary order, condition and repair.
11. Return of Property. Upon the termination of this Agreement, Licensee shall immediately vacate and surrender the Property; returning the same to Licensor in good condition, excepting ordinary wear and tear.
12. Default. In the event Licensee fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensor may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensor may have at law and/or in equity, terminate this Agreement.
13. Assignment and Successors & Assigns. The interest of the parties under this Agreement is personal and may not be assigned or transferred to any other individual or entity.

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

If to Licensee: Bureau of Real Estate  
125 South Clark Street  
Chicago, Illinois 60603  
Attn: Director of Real Estate  
Copy to: General Counsel

If to Licensor: Union Baptist Church  
940 North Orleans Street  
Chicago, Illinois 60610  
Attn: Rev. Marvin Alexander

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

15. 105 ILCS 5/34 Provisions.

- (a) This Agreement 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.
- (b) Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago 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.

16. Board of Education Ethics Code. The Board of Education Ethics Code (95-0927-RU3), adopted September 27, 1995, and as amended (99-0421-P02) on April 21, 1999, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

17. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

18. Entire Agreement. This Agreement represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.
19. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
20. Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.
21. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.
22. Board Approval: This Agreement is subject to approval by the Board of Education of the City of Chicago.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSEE:  
Board of Education of the  
City of Chicago

LICENSOR:  
Union Baptist Church

By: Gery J. Chico  
Gery Chico, President

By: Rev. Marvin S. Alexander  
Name: REV. MARVIN ALEXANDER  
Title: PASTOR

By: Sharon Revello  
Sharon Revello, Secretary

Board Report No.: 00-0628-0915-0

Approved as to Legal Form: ESS  
Marilyn F. Johnson  
Marilyn F. Johnson  
General Counsel

**EXHIBIT A**

**Description of Property**

Property Location: Union Baptist Church  
940 North Orleans  
Chicago, Illinois

Property Description: Parking Lot at 940 North Orleans Street  
consisting of 24 parking stalls and  
Parking Lot at 945-949 North Orleans  
Street consisting of 22 parking stalls.

Ingress/Egress: Ingress and egress to the Parking Lot  
shall be from Walton and Oak Streets.

**EXHIBIT B**

**Limitations and Restrictions**

1. Licensee's right to occupy and possess the Property shall be restricted to the following days and time periods:

Parking Lot:

Days: Monday through Friday

Hours: 6:00 a.m. to 6:00 p.m.

2. Licensee shall be permitted to use the Property for the sole purpose of parking passenger vehicles for staff, personnel, or guests at the Walter Payton High School, and for no other use or purpose.

3. Licensee shall only be permitted to enter or exit the Property through the following points of ingress/egress:

Those points of ingress/egress adjoining Oak and Walton Streets.

**SECOND RENEWAL OF PARKING LOT LICENSE AGREEMENT**

**THIS SECOND RENEWAL OF LICENSE AGREEMENT** (“**Second Renewal Agreement**”) is entered into as of the first day of July, 2012 between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”) a body politic and corporate and **UNION BAPTIST CHURCH**, located at 940 N. Orleans Street, Chicago, Illinois (the “**Licensor**”).

**RECITALS**

A. The Licensor and the Licensee entered into the certain Parking Lot License Agreement effective July 1, 2000, (“**Original Agreement**”) in which the Licensor and the Licensee agreed that the Licensee could use two (2) properties; i) the Parking Lot located at 940 North Orleans consisting of twenty-four (24) parking stalls; and ii) Parking Lot located at 945-949 North Orleans consisting of twenty-two parking stalls (the “**Premises**”) for the period commencing July 1, 2000 and terminating June 30, 2006;

B. The Licensor and the Licensee further entered into the certain Renewal of Parking Lot License Agreement dated as of July 1, 2006, (“**Renewal Agreement**”) pursuant to which the parties extended the Term for the period commencing July 1, 2006 and terminating on June 30, 2012. The Original Agreement and the Renewal Agreement shall hereinafter be referred to collectively as the “**License Agreement**”; and

C. The parties hereto desire to renew the License 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. **Second Renewal Term:** The parties agree that the License Agreement is hereby renewed for an additional five (5) year period commencing on July 1, 2012 and terminating June 30, 2017 (“**Second Renewal Term**”).

This Agreement will be posted on the CPS Website

2. **License Fee:** The License Fee for the Second Renewal Term shall be as follows:

<u>Year</u>	<u>Monthly License Fee</u>	<u>Annual License Fee</u>
07/01/12 to 6/30/13	\$3,775.97	\$45,311.69
07/01/13 to 6/30/14	\$3,775.97	\$45,311.69
07/01/14 to 6/30/15	\$3,775.97	\$45,311.69
07/01/15 to 6/30/16	\$3,775.97	\$45,311.69
07/01/16 to 6/30/17	\$3,775.97	\$45,311.69

3. **Termination for Convenience:** Licensee has the right to terminate the License Agreement by providing at least sixty (60) days prior written notice of such intent to terminate to the Licensor.

4. **Entire Agreement:** Except as specifically amended and renewed herein, all others terms of the License Agreement are and shall remain in full force and effect during the Second Renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Agreement as of the day and year first above written.

LICENSEE:

BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

By: David J. Vitale  
David J. Vitale, President

Attest: Estela H. Beltran  
Estela Beltran, Secretary

Date: 10/1/12

Board Report No. 12-0627-OP7-12-0925-OP1

Approved as to Legal Form:

James L. Belsley  
James L. Belsley, General Counsel

LICENSOR:

UNION BAPTIST CHURCH

By: Rev. Marvial Alexander

Name: REV. MARVIAL ALEXANDER

Title: PASTOR & PRESIDENT



## RENEWAL OF PARKING LOT LICENSE AGREEMENT

**THIS RENEWAL OF PARKING LOT LICENSE AGREEMENT** ("Renewal Agreement") is entered into as of the first day of July, 2006, between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "Licensee"), a body politic and corporate and **UNION BAPTIST CHURCH**, located at 940 North Orleans Street, Chicago, Illinois (the "Licensor").

### RECITALS

- A. The Licensor and the Licensee entered into that certain Parking Lot License Agreement dated as of July 1, 2000 ("Agreement") in which the Licensor and the Licensee agreed that the Licensee could use the Parking Lot of the Licensor located at 940 North Orleans consisting of twenty-four (24) parking stalls and the Parking Lot of the Licensor located at 945-949 North Orleans Street, Chicago, Illinois consisting of twenty-two (22) parking stalls (the "Premises") only on Mondays through Fridays between the hours of 6:00 a.m. and 6:00 p.m.; and
- B. The parties hereto desire to 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 Agreement shall be renewed for a term commencing July 1, 2006 and to continue through June 30, 2012 ("Renewal Term").
2. During the Renewal Term, the License Fee shall be payable as provided in paragraph 6 of the Agreement, except that the amount so payable shall be:

<u>Period</u>	<u>Annually</u>	<u>Monthly</u>
07.01.06 to 06.30.07	\$39,000.00	\$3,250.00
07.01.07 to 06.30.08	\$40,170.00	\$3,347.50
07.01.08 to 06.30.09	\$41,375.00	\$3,447.92
07.01.09 to 06.30.10	\$42,616.35	\$3,551.36
07.01.10 to 06.31.11	\$43,894.84	\$3,657.90
07.01.11 to 06.30.12	\$45,311.68	\$3,767.64

3. If the Licensee's use of the Premises results in the assessment of real estate and/or leasehold taxes against the Premises, the Licensee shall reimburse the Licensor for the actual real estate taxes or leasehold taxes assessed against the Premises which are paid by Licensor.

4. Except as specifically amended herein, all other terms of the Agreement shall remain in full force and effect during the Renewal Term and all defined terms used herein shall have the same meaning as in the Agreement unless the context clearly requires a different meaning or connotation.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the date set forth at the beginning of this document.

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

By: Michael W. Scott  
Michael W. Scott, President

Attest: Estela H. Beltran 6/15/06  
Estella Beltran, Secretary  
Estela

**UNION BAPTIST CHURCH**

By: Rev. Marjell G. Alexander  
Name: REV. MARJELL ALEXANDER  
Title: Pastor

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Board Report No.: 06-0426-OP |  
Approved as to Legal Form: JK  
Patrick J. Rocks  
Patrick J. Rocks, General Counsel

Subscribed and sworn to before me  
this 2nd day of June, 2006  
at Chicago, County of Cook, State of Illinois.  
Notary Public: John A. Frale  
M. Alexander



This Agreement will be posted on the CPS Website

**THIRD RENEWAL OF PARKING LOT LICENSE AGREEMENT**

**THIS THIRD RENEWAL OF LICENSE AGREEMENT** (“**Third Renewal Agreement**”) is entered into as of the first day of July, 2017 between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”) a body politic and corporate and **UNION BAPTIST CHURCH OF CHICAGO**, located at 940 N. Orleans Street, Chicago, Illinois (the “**Licensor**”).

**RECITALS**

A. Licensor is the owner of a parking Lot located at 940 North Orleans, consisting of twenty-four (24) parking stalls, and a parking lot located at 945-949 North Orleans, consisting of twenty-two parking stalls (together, the “**Premises**”). Licensor and the Licensee entered into that certain Parking Lot License Agreement effective July 1, 2000 (“**Original Agreement**”) for use of the Premises by Licensee for a term from July 1, 2000 through June 30, 2006, which was subsequently renewed by a first renewal agreement for a term commencing July 1, 2007 and ending June 30, 2012 (“**First Renewal Agreement**”), which was subsequently renewed by a second renewal agreement for a term commencing July 1, 2013 and ending June 30, 2017 (“**Second Renewal Agreement**”). The Original Agreement and all renewals thereof shall collectively be referred to as the “**License Agreement**”.

B. In the License Agreement, the Licensor was mistakenly described as “Union Baptist Church” instead of Licensor’s correct name, which is “Union Baptist Church of Chicago”.

C. The parties hereto desire to renew the License 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. **Third Renewal Term:** The parties agree that the License Agreement is hereby renewed for an additional one (1) year period commencing on July 1, 2017 and terminating June 30, 2018 (“**Third Renewal Term**”).

2. **License Fee:** The License Fee for the Third Renewal Term shall be \$46,311.72, payable in monthly installments of \$3,859.31.

This Agreement will be posted on the CPS Website

3. **Termination for Convenience:** Licensee has the right to terminate the License Agreement by providing at least sixty (60) days prior written notice of such intent to terminate to the Licensor.

4. **Counterparts and Facsimiles:** This Third 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

5. **Entire Agreement:** Except as specifically amended and renewed herein, all other terms of the License Agreement are and shall remain in full force and effect during the Third Renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed this Third Renewal Agreement as of the day and year first above written.

LICENSEE:

BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

By: Mary DeRuntz  
Name: Mary DeRuntz  
Title: Deputy Chief Facilities Officer

Date: 6-12-18

LICENSOR:

UNION BAPTIST CHURCH  
OF CHICAGO

By: Rev. Marvin Alexander  
Name: REV. MARVIN ALEXANDER  
Title: PASTOR + PRESIDENT

Date: 6-8-2018

COO Report: 17-0625-COO10

Approved as to Legal Form

Joseph T. Moriarty  
Joseph T. Moriarty, General Counsel

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**PARKING LICENSE AGREEMENT FOR**  
**940 AND 945-949 NORTH ORLEANS STREET, CHICAGO, ILLINOIS**  
(Union Baptist Church of Chicago)

THIS PARKING LICENSE AGREEMENT ("Agreement") is entered into as of July 1, 2022 (the "Effective Date") between UNION BAPTIST CHURCH 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" or "Board"). The Licensor and Licensee are referred to herein each as a "Party" and collectively as the "Parties".

**RECITALS**

- A. Licensor is the owner of the premises located at 940 and 945-949 N. Orleans Street, Chicago, Illinois 60610, including a portion of the premises developed as a parking lot ("Parking Lot").
- B. Licensee desires to license twenty-four (24) parking spaces per month in the lot located at 940 N. Orleans for use by Walter Payton High School and thirty-two (32) parking spaces per month in the lot located at 945-949 N. Orleans for use by Salazar School (collectively the "Spaces"), for parking by Licensee's employees and teachers, staff and invitees ("Licensee's Permittees") of Walter Payton High School ("Payton High School") located at 160 W. Wendell Street, Chicago, Illinois 60610 and Salazar Elementary School located at 1034 N. Wells Street, Chicago, Illinois 60610 ("Salazar School").

**AGREEMENT**

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, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee for the benefit of Licensee and Licensee's Permittees, the right, privilege, and permission to use the Spaces in the Parking Lot subject to the terms set forth in this Agreement.
- 2. **TERM.** The term of this Agreement shall commence on the Effective Date and continue through June 30, 2023 ("Term"), unless sooner terminated in accordance with Section 3 below or as otherwise provided herein.
- 3. **EARLY TERMINATION.** Licensee may terminate this Agreement at any time, with or without cause, upon sixty (60) day's prior written notice to Licensor as provided in Section 13 herein.
- 4. **USE.** Licensee shall have the right to use the Spaces pursuant to the following restrictions:
  - a. Licensee's right to occupy and possess the Spaces shall be restricted to Mondays through Fridays from 6 a.m. to 6 p.m. (the "Usage Time");
  - b. Licensee shall not use the Spaces for the month of July when School is not in session and shall not pay a fee for said month;
  - c. Licensee shall be permitted to use the Spaces for the sole purpose of parking passenger vehicles for Licensee's Permittees; and
  - d. Ingress and egress to the Parking Lot shall be from Walton and Oak Streets.
- 5. **LICENSE FEE.** Licensee shall pay a license fee of Four Thousand Dollars (\$4,715.00) per month to Licensor, payable in advance on the first Friday of each month, for a total license fee of Fifty-One Thousand Eight Hundred Sixty-Five Dollars (\$51,865.00). For any partial month, the monthly fee shall be pro-rated accordingly, based on a 30-day month. The maximum license fee payable to Licensor

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

hereunder for the Term shall not exceed Fifty-One Thousand Eight Hundred Sixty-Five Dollars (\$51,865.00). Licensee shall not pay a fee for the month of July.

6. **TAXES, UTILITIES AND COSTS.**

6.1 **Utilities.** Licensor shall pay when due all charges for gas, electricity, light, heat, water, power and telephone or other communication service, and all other utility services used in or supplied to the Parking Lot.

6.2 **Taxes and Other Levies.** Licensor shall be responsible for and pay when due any costs, fees or expenses arising out of or in connection with the grant of this license, including permit or approval fees, real estate or leasehold taxes and interest or penalties assessed or levied on the Parking Lot.

7. **BILLING AND PAYMENT PROCEDURES.** Licensor shall comply with the Board's vendor onboarding procedures. The Board shall issue a Purchase Order for the license fee and Licensor shall submit invoices against that Purchase Order. Invoices shall reference this Agreement 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)
- Invoice date
- The address of the premises being rented
- Total amount due and license/rental period covered by invoice

8. **MAINTENANCE, REPAIRS AND ALTERATIONS, SNOW REMOVAL, SIGNAGE.**

8.1 **Maintenance and Repairs.** Licensor shall maintain and keep the Parking Lot in a safe, usable condition or better throughout the Term and shall be responsible for normal maintenance and all necessary repairs thereto, including, fencing, gating and the driveway and any necessary resurfacing or restriping.

Licensee shall keep the Parking Lot free of debris and dispose of all refuse after each use. If Licensee causes any damage to the Parking Lot, exclusive of ordinary wear and tear, Licensee shall be responsible for the cost of repairing such damage. At the expiration of this Agreement, Licensee shall return the Parking Lot to Licensor in the same condition as received and with the Improvements, ordinary wear and tear excepted.

8.2 **Alterations and Additions.** Licensee may not make any alterations, additions, or improvements to the Parking Lot without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

8.3 **Snow Removal.** Licensee shall provide and pay for prompt removal of snow and ice from the Parking Lot when the snow is more than two inches (2") deep, on weekdays when the Parking Lot is being used by Licensee. Licensor shall be responsible for snow and ice removal from the Parking Lot after 6:00 p.m. on weekdays and on the weekends and Licensor acknowledges that Licensee shall not have any responsibilities relative to snow or ice removal from the sidewalks that immediately abut the Parking Lot.

8.4 **Signage.** Licensee shall have the right to install signs on the Parking Lot, at its cost and expense, which signs shall comply with all applicable statutes, laws, ordinances, and zoning requirements. The Licensee may, but is not obligated to, post signs in the Parking Lot notifying

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

parkers that unauthorized vehicles in the Parking Lot during the Usage Time may be towed at the vehicle owner's expense.

9. **INSURANCE REQUIRED.** Licensor must provide and maintain at Licensor's 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. Licensor shall submit to Licensee 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. Minimum insurance requirements are:

A. **Workers Compensation and Employers Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Licensee's employees who perform work in connection with operations relating to this License Agreement, operation of the Garage, or the Use, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence.

B. **Commercial General Liability (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000) 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 operations relating to this License Agreement, operation of the Garage, or the Use, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

E. **Additional Insured: Insurance Certificates.** Licensor shall have its General, Umbrella, and Automobile Liability insurance policies 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 invitees, 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". Licensor shall submit to Licensee satisfactory evidence of insurance coverage prior to the Effective Date. Prior to the Effective Date, Licensor 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](mailto:riskmanagement@cps.edu)

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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

F. **General.** Any failure of 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 Board 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. Licensor's failure to carry or document required insurance shall constitute a breach of this License Agreement. If Licensor fails to fulfill the insurance requirements of this License Agreement, Board reserves the right to stop the Use until proper evidence of insurance is provided, or this License Agreement may be terminated by Board.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Licensor. Any insurance or self-insurance programs maintained by Board do not contribute with insurance provided by Licensor under this License Agreement.

All subcontractors, if any, are subject to the same insurance requirements of Licensor unless otherwise specified in this License Agreement. Licensor shall require any subcontractors under this License Agreement to maintain comparable insurance naming Licensor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. Licensor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

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

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

Board 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 by Licensee stated below and must maintain a current insurance certificate on file during the Term of this License Agreement, including any extensions or renewals thereof. Licensor 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 and 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 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



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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

10. **DEFAULT.** If Licensor or Licensee defaults under any covenant hereunder and such failure continues for a period of thirty (30) days after receipt of written notice thereof, unless such failure cannot be remedied within thirty (30) days and the defaulting Party has commenced and is diligently pursuing all necessary action to remedy such failure, the non-defaulting Party shall have the option to terminate this Agreement upon written notice as provided herein, in addition to any other remedies available at law and/or in equity.

11. **INDEMNIFICATION.** Licensor hereby agrees to indemnify and hold Licensee, its members, agents, contractors and employees (including without limitation Licensee Permittees) (all collectively "Indemnified Parties") harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by any of the Indemnified Parties as a result of Licensor's actions in connection with this Agreement, limited, however, to only such liabilities, claims or demands which arise out of, or are caused by, Licensor's negligent, intentional or willful acts, errors and/or omissions.

12. **ASSIGNMENT; SUB-LICENSING; SUCCESSORS & ASSIGNS.**

a. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or sublicensed to any other individual or entity without Licensor's prior written consent, which shall not be unreasonably withheld or delayed. Licensor shall have the right at any time to transfer or assign its interest under this License.

b. This Agreement shall inure to the benefit of and be binding upon the respective Parties hereto and their successors and assigns.

13. **NOTICES.** All notices required under this 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 Licensor: Union Baptist Church of Chicago  
940 North Orleans Street  
Chicago, Illinois 60610  
Attn: Rev. Marvin Alexander  
Email: [umbc@alt.net](mailto:umbc@alt.net)

If to Licensee: Board of Education of the City of Chicago  
Real Estate Department  
42 West Madison Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602  
Attention: Director of Real Estate  
Email: [smstults@cps.edu](mailto:smstults@cps.edu)

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

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

Either Party may, from time to time, change the names or 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.

14. **PARAGRAPH HEADINGS.** The paragraph headings set forth herein are for convenience of reference only and are not intended to limit or amplify any of the terms or provisions of this Agreement.

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

16. **SURVIVAL/SEVERABILITY.** All express representations or indemnifications made or given in this Agreement shall survive the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

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

18. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Board 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 within a one-year period following expiration or other termination of their office.

19. **INDEBTEDNESS.** Licensor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

20. **CONTINGENT LIABILITY.** The Illinois School Code 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).

21. **INSPECTOR GENERAL.** Each Party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago 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.

22. **ETHICS.** No officer, agent or employee of the Board is or shall be employed by the Licensor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

23. **GOVERNING LAW.** This Agreement 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 Agreement. 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

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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 Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

24. **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 Agreement or be held personally liable under this Agreement to Licensor.

25. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement may be subject to reporting requirements under 105 ILCS 5/34-220. Licensor further acknowledges that this Agreement may be posted on the Board's Internet website at [www.cps.edu](http://www.cps.edu).

26. **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 Agreement or the Use under the Agreement 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 Agreement or the Use under the Agreement 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 Agreement or the Use under the Agreement 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 obligations of the Agreement, 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.

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

28. **FORCE MAJEURE.** When a period of time is provided in this Agreement for either Party to do or perform any act or thing, the Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, declarations of emergency by governmental authorities, pandemics, epidemics and other causes beyond the reasonable control of the Party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

29. **ENTIRE AGREEMENT.** This Agreement, including any exhibits attached hereto, represents the entire agreement between the Licensor and Licensee and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Parties.

30. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**LICENSEE:**

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

DocuSigned by:  
By: Charles Mayfield  
Charles E. Mayfield  
Interim Chief Operating Officer

**LICENSOR:**

**UNION BAPTIST CHURCH OF CHICAGO**

By: Rev. Marvin Alexander  
Name: Rev. Marvin Alexander  
Title: Pastor / President  
12-19-22

COOR#: 22-0228-COO12

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

DS  
Jmm

This Agreement will be posted on the CPS Website

**RENEWAL OF PARKING LOT LICENSE AGREEMENT**

**THIS RENEWAL OF LICENSE AGREEMENT (“Renewal Agreement”)** is made as of July 1, 2023 (the “**Effective Date**”) between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”) a body politic and corporate and **UNION BAPTIST CHURCH OF CHICAGO**, located at 940 N. Orleans Street, Chicago, Illinois (the “**Licensor**”).

**RECITALS**

A. Licensor is the owner of the premises located at 940 and 945-949 N. Orleans Street, Chicago, Illinois 60610, including a portion of the premises developed as a parking lot (“**Parking Lot**”). Licensor and the Licensee entered into that certain Parking Lot License Agreement dated July 1, 2022 (“**Agreement**”) for use of twenty-four (24) parking spaces in the lot located at 940 N. Orleans for use by Walter Payton High School and thirty-two (32) parking spaces in the lot located at 945-949 N. Orleans for use by Salazar School (collectively the “**Spaces**”).

B. The parties hereto desire to 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. **Renewal Term:** The parties agree that the Agreement is hereby renewed for an additional one (1) year period commencing on July 1, 2023, and terminating June 30, 2024 (“**Renewal Term**”).
2. **License Fee:** The License Fee for the Renewal Term shall be \$47,150 payable in monthly installments of \$4,715. Licensee shall not use the parking lots for the months of July and August when School is not in session and shall not pay a fee for said months.
3. **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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.
4. **Entire Agreement:** Except as specifically amended and renewed herein, all other terms of the Agreement are and shall remain in full force and effect during the Renewal Term.

**SIGNATURE PAGE FOLLOWS.**

This Agreement will be posted on the CPS Website

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year written below.

**LICENSEE:**

**LICENSOR:**

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

**UNION BAPTIST CHURCH  
OF CHICAGO**

DocuSigned by:  
*Charles Mayfield*  
By: \_\_\_\_\_  
Name: Charles E. Mayfield  
Title: Chief Operating Officer

By: *Rev. Marvin Alexander*  
Name: *Marvin Alexander*  
Title: *Pastor / President*

Date: October 18, 2023 | 10:29:14 PM CDT

Date: 10-16-23

COO Report: 23-0817-COO-13 <sup>DS</sup>  
*ES*

Approved as to Legal Form <sup>DS</sup>

DocuSigned by:  
*Ruchi Verma*  
\_\_\_\_\_  
Ruchi Verma, General Counsel

*JMM*

November 16, 2022

**22-0228-COO12  
(Amended)  
CHIEF OPERATING OFFICER'S REPORT  
AUTHORIZE LICENSE AGREEMENT WITH UNION BAPTIST CHURCH OF CHICAGO  
FOR USE OF PARKING LOTS BY  
WALTER PAYTON HIGH SCHOOL AND SALAZAR ELEMENTARY SCHOOL**

The General Counsel is hereby authorized to negotiate the license agreement with Union Baptist Church of Chicago for the use of parking lots located at 940 North Orleans Street and 945-949 North Orleans Street by Walter Payton High School and Salazar Elementary School.

**LICENSOR:** Union Baptist Church of Chicago  
940 North Orleans Street  
Chicago, Illinois 60610  
Contact Person: Rev. Marvin Alexander  
Backup Contact: Charity Barnes, Office Manager  
Office phone: 312-642-5696  
Office manager mobile: 312-451-5556 (mobile)

**LICENSEE:** Board of Education of the City of Chicago

**PREMISES:** Parking lots at 940 N Orleans St (24 spaces, for Payton) and 945-949 N Orleans St (32 spaces, for Salazar)

**USE:** To be used by Walter Payton High School, located 1034 North Wells Street (940 N Orleans St lot) and Salazar Elementary School, located at 160 W Wendell St (945-949 N Orleans St lot) to provide additional parking for school staff.

**TERM:** The term of this License Agreement shall commence July 1, 2022 and end on June 30, 2023. Licensee shall not use the lot for the month of July when School is not in session and shall not pay a fee during this month.

**EARLY TERMINATION:** The Board shall have the right to terminate the agreement upon 60 days prior written notice.

**LICENSE FEE:** The Board shall pay a license fee of \$51,865 (\$4,715 monthly for 11 months) for the 12-month term.

**FINANCIAL:**

Total amount to be paid by the Board:	\$51,865
Charge to:	Real Estate
Budget Classification:	11910-230-57705-254903-000000-2023
Landlord Vendor Number:	34371

**Submitted for Consideration:**

**Approved:**

DocuSigned by:  
  
Jason Powell  
Real Estate Property Manager

DocuSigned by:  
  
Steven Stults  
Director of Real Estate