

This Agreement will be posted on the CPS website.

RIGHT OF ENTRY AND LICENSE AGREEMENT

(Cook County)

This RIGHT OF ENTRY AND LICENSE AGREEMENT (“**Agreement**”) dated as of the last date written on the signature page (“**Effective Date**”) is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate (“**Board**”), commonly known as the Chicago Public Schools (“**CPS**”), and the County of Cook, a body politic and corporate of the State of Illinois by its Cook County Bureau of Asset Management, Department of Real Estate Management (collectively the “**County**”) (“**Licensee**”). The Board and County are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. The Board beneficially owns and/or controls the real property located in Chicago, Illinois, commonly known as the schools listed on Exhibit A, Property Details (“**School**” or “**Property**”).
- B. Licensee presently maintains air monitors (the “**Permitted Equipment**”) on certain portions of the Property (“**Licensed Space**”, as defined in Section 4.2 herein).
- C. Licensee has conducted a site inspection of the Properties, and the Board has agreed to grant the Licensee a non-exclusive right of access to the Licensed Space for the installation of, and the ongoing inspection, maintenance, repair, replacement, and removal of, the Permitted Equipment on the Licensed Space (“**Permitted Use**”), subject to the terms and conditions set forth herein.
- D. Licensee is a governmental organization which, as part of its mission, performs ongoing monitoring of air quality across Cook County in cooperation with the Illinois Environmental Protection Agency and the federal Environmental Protection Agency, which is a public service from which the Parties, as well as the public, derive value.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the benefits of which shall accrue to the Properties and to Licensee by the placement of the Permitted Equipment thereon, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals and the defined terms set forth therein constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein.
2. **Grant of Access and License.** Subject to the terms and conditions set forth herein, the Board hereby grants to Licensee non-exclusive, revocable access and license to the Licensed Space during the Term (hereinafter defined) for the sole purpose of performing the Permitted Use upon the terms and conditions set forth herein. The Licensee’s rights set forth herein extend to, and the Licensee shall be responsible for the Permitted Use or any actions outside of the Permitted Use by Licensee and Licensee’s authorized employees, agents, contractors, and subcontractors (collectively “**Agents**”). Licensee shall be responsible for ensuring that all Agents comply with Licensee’s obligations under this Agreement. Non-compliance by any Agent shall be deemed to be non-compliance by the Licensee.
3. **Term.** The Term of this Agreement shall commence on the Effective Date and continue through the tenth (10th) anniversary of the Effective Date (“**Term**”), unless sooner terminated as provided in this Agreement.
4. **Compliance with Plans; Location of Licensed Space.** The location and scope of the Permitted Use shall be limited to the locations upon and within the Licensed Space as they are described herein, and no access or Permitted Use shall be permitted on other portions of the Properties without prior written consent of the Board’s authorized representative.

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4.1. Scope; Plans. The plans and other job requirements which delineate the scope, including specifications and locations for the installation of the Permitted Equipment at each School, are set forth on Exhibit B (“**Plans**”). The Permitted Equipment consists solely of that equipment set forth in Exhibit B as shown in the Plans. All work and materials must conform to the requirements and specifications set forth in Exhibit B. Any proposed deviation from the Plans requires the prior written approval of the Board’s Chief Facilities Officer or designee.

4.2. Licensed Space. The “**Licensed Space**” consists of the portion of each Property, as depicted on the Plans, where the Permitted Equipment is installed and is to be maintained. Licensee shall be granted access into and within the Properties as necessary for the purpose of access to the Licensed Space to perform the Permitted Use. Such access shall be limited solely to:

(a) During installation and any removal of the Permitted Equipment, Licensee shall access the Licensed Space as directed by the School Contact (defined below) for each School. During such installation and any removal, Licensee’s Agents may also access the Licensed Space through the main hallways of the first floor of the School building. During any exterior lifting and/or removal of the Permitted Equipment, Licensee’s Agents shall: (a) closely monitor all lifting procedures and activities to ensure maximum safety; (b) set up barricades or other precautionary devices, such as flagging, restricting access to areas requiring any use of cranes or operated lifts, including without limitation the entire portion of the Properties adjacent to the area where the lifting will occur; (c) use a ground-based flagman or spotter in direct communication with the operator of the lifting equipment who is able to stop such activities if students, employees, pedestrians, street traffic, or others breach such barricades or flagging; and (d) follow OSHA guidelines and all other applicable Laws (defined below).

(b) During any repair, inspection, maintenance, or replacement of the Permitted Equipment, Licensee shall access the Licensed Space as directed by the School Contact.

(c) During any activity that comprises part of the Permitted Use that requires access to the mechanical room, Licensee shall access the mechanical room as directed by the School Contact.

(d) All access to the Properties must be coordinated with the School Contact for each School and proper notice must be given prior to access as set forth in Section 6 of this Agreement.

5. Permitted Use. The Licensee has inspected the Properties along with a representative from the Board’s Department of Facilities prior to the commencement of the Permitted Use to ensure that the proposed Permitted Use will not damage the Licensed Space, other portions of the Properties, improvements surrounding the Properties, structures, utility lines or any subsurface or overhead lines or cables. The Permitted Use must be performed in a good and workmanlike manner with due care and diligence, and in compliance with all applicable laws, regulations, and ordinances, including without limitation all applicable environmental laws and regulations (collectively “**Laws**”). The Licensee agrees to limit its activities to those activities reasonably necessary to perform the Permitted Use. The Licensee shall not conduct any activity on the Properties which in any manner is or may be: (i) injurious to the health, safety and welfare of CPS students or employees or to the public; (ii) diminish the value of the Properties; (iii) interfere with Board operations or the operations of the schools located on the Properties, including without limitation producing noise to the level of disturbance with educational processes or movement of large equipment through the main hallways; or (iv) violate any Laws. Licensee and its Agents shall take all reasonable safety precautions to ensure that the Permitted Use will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, adequately securing the Permitted Equipment throughout the Term. Licensee shall keep the Licensed Space and any adjoining portions of the Properties and sidewalks and streets free of debris and materials related to the Permitted

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Use and generally in a clean and safe condition throughout the Term. The Board reserves the right to inspect the Licensed Spaces throughout the Term.

6. **Notification and Coordination of Entry; Contacts.** Prior to accessing the Property and the Licensed Space for each entry necessitated by performance of the Permitted Use, the Licensee shall notify the School Building Engineer (or the Principal, if an Engineer is not available) or such other representative that may be designated by the Board's Department of Facilities from time to time ("**School Contact**"), for each School, as set forth in Exhibit A, as may be amended, via telephone or email at least 24 hours prior to such entry for inspection, maintenance or minor repairs, or as soon as possible in the event of an emergency based on an unexpected loss of data transmission. If the entry is for the replacement, or removal of Permitted Equipment, or involves any work within the Licensed Space that will impact or could potentially impact mechanical or electrical systems on the Properties or the structure or integrity of any roof area, in addition to notice to the School Contact, the Licensee shall also notify the Board's Department of Facilities, each in writing via email of its anticipated entry at least 48 hours prior to such entry. The Board reserves the right to have its authorized representative be present at all times during any access/presence on the Properties of the Licensee and its Agents for the Permitted Use throughout the Term.

The contact persons for the Board and for the Licensee shall be:

For the Board: Department of Facilities
Robert Christlieb, Executive Director
(773) 553-3197
rmchristlieb1@cps.edu

Dept. of Safety & Security
Jadine Chou, Chief
Department of Safety and Security
(773) 553-3030
jpchou@cps.edu

For Building Engineer and Principal Contacts at each Property,
See Exhibit A.

For Licensee: Cook County Department of Environment & Sustainability
69 West Washington Street, Suite 1900
Attn: Director
Telephone: (312) 603-8204
Facsimile: (312) 603-9828
Email: deborah.stone@cookcountyil.gov

Any party or other entity listed above in this Section 6 may change its contact information by written notice as provided herein to the other parties/entities. The Licensee shall be entitled to rely upon the written directions of the Board's contact persons named herein concerning any access issues to the Properties.

Licensee shall coordinate all access to the Licensed Space with the School Contact or such other representative as may be designated by the Board's Department of Facilities, in order to perform any of the Permitted Use activities, and shall check in with the security desk at the school immediately upon entry into the school building, and prior to any access onto the Licensed Space. **Any work within the Licensed Space that will impact or could potentially impact mechanical or electrical systems on the Properties or the structure or integrity of any roof area, shall be subject to the oversight of the School Engineer for each School and the prior written approval of the Board's Chief Facilities Officer or designee.** Licensee acknowledges that any assistance or oversight provided by the Board with respect to the Permitted Use shall be provided at the Board's sole and exclusive discretion and convenience.

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7. **Entry Days and Hours.** Throughout the Term, the Permitted Use shall occur as approved in writing by the School Contact for each School, subject to the permissible entry days and hours set forth in Exhibit A. Any exterior entry to a Licensed Space on a roof area required for installation or any removal of the Permitted Equipment and all entries by Licensee onto each Property shall only occur at the times set forth in Exhibit A. The Building Engineer shall be present during all access of Licensee's Agents and shall accompany said Agents during such access.

It is anticipated that any access for repair of the Permitted Equipment at each School may occur 2 to 3 times per year for approximately (4) hour periods each time and access for inspections and maintenance of the Permitted Equipment at each School may occur weekly for periods of approximately 2 hours each during the Term.

8. **Other Agreements and Restrictions.** This Agreement is subject to all easements, encroachments, covenants, restrictions of record and restrictions not shown of record, and any other title encumbrances or defects affecting the Properties, including any access agreements granted to third parties for use of space on School roofs (collectively "**Restrictions**"). Licensee shall conduct the Permitted Use so as not to interfere with any Restrictions. Licensee acknowledges that the Board has not performed any title or survey work in connection with the negotiation and execution of this Agreement and agrees that it is Licensee's sole responsibility and obligation to confirm that the Permitted Use occurs solely within the portions of the Properties permitted by this Agreement.

9. **Condition of Properties.** The Board specifically disclaims any liability for the condition of the Properties, including without limitation the Licensed Space. After the sooner to occur of the expiration or earlier termination of the Term, or the completion of the Permitted Use, the Licensee shall return the Properties to the same condition that existed before the Permitted Use. Licensee shall remove all Permitted Equipment, other personal property, trash, wastes and debris placed on the Licensed Space by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws. Any Permitted Equipment or personal property left by Licensee on or about the Licensed Space or elsewhere on the Properties upon the expiration of the Term or within sixty (60) days of the notice of termination described in Section 16, shall be considered abandoned and may be disposed of in the Board's sole discretion.

10. **Costs.** The Licensee shall be responsible for all costs and expenses associated with the Permitted Use, except that the Board will allow the Licensee to connect to electrical outlets on the Licensed Space to supply electricity to the Permitted Equipment at no cost to the Licensee. Licensee represents and warrants that the Permitted Equipment to be installed hereunder will not be separately metered, and that the electricity draw for the Permitted Equipment shall be as set forth for each School in Exhibit A, and in any event, will not exceed 5 watts at each School. In the event that, as a result of the Licensee's exercise of its rights under this Agreement, any damage occurs to the Properties as a direct result of Licensee's negligence, then the Licensee shall promptly repair such damage, at the Licensee's sole cost and expense and subject to approval by the Board's Department of Facilities, so as to return the Properties to substantially the same condition as existed immediately prior to any such Permitted Use.

11. **Permits and Authorizations.** It is understood and agreed between the Parties that the Licensee will secure, in its own name and at its own cost, all necessary permits and authorizations needed in order to undertake the Permitted Use. The Licensee shall provide a copy of same to the Board prior to commencement of any entry or work upon the Properties.

12. **Indemnification.** Licensee shall indemnify, defend (through an attorney reasonably acceptable to Board) and hold Board and the City, their officers, agents, agencies and employees ("Indemnitees"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, reasonable costs and expenses (including without limitation, reasonable attorneys' and expert fees and court costs) incurred by any of the Indemnitees in connection with, arising out of or incident to (a) any negligent or intentional act or omission of Licensee or its Agents, or (b) any entry upon or use of the School or Property by or on behalf of Licensee or its Agents in connection with this Agreement, specifically excluding any such claims that arise solely out of the grossly negligent or willful acts of the Board, provided

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however, that neither Licensee or Board is waiving any immunity it may have under the "Local Governmental and Governmental Employees Tort Immunity Act" (745 ILCS 10/1-101 et seq.) for the purposes of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

13. **Insurance.** Licensee is an authorized self-insured governmental authority and shall self-insure with respect to liability and property damage for at least Two Million and 00/100 Dollars (\$2,000,000) and shall maintain such self-insurance throughout the Term of this Agreement.

14. **Encumbrances.** Licensee shall keep the Property free from any liens and/or encumbrances arising out of the Permitted Use. In the event any lien or encumbrance is recorded against the Property as a result of Licensee's use, it shall be the sole financial responsibility of Licensee to have the same discharged and released.

15. **No Representations or Warranties; Release of Board Parties.** The Board makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the Properties or the suitability of the Licensed Space or other portions of the Properties for any purpose whatsoever. Licensee, and its Agents agree to enter upon the Licensed Space "as is," "where is" and "with all faults" condition and at the Licensee's own risk. Licensee, on behalf of itself and its Agents, acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Board or any of its members, officers, employees, agents, contractors, subcontractors and Licensees (collectively "**Board Parties**") with respect thereto. Licensee and its Agents hereby release, relinquish and forever discharge the Board and all Board Parties from and against any and all claims that Licensee or any of its Agents now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, (a) the structural, physical, or environmental condition of the Licensed Space and the Properties, including without limitation the presence or suspected presence of hazardous substances in, on, under, or about the Properties; (b) the condition of title to the Properties, including without limitation, any easements, encroachments, covenants, restrictions of record and not shown of record, and any other title defects; and (c) any entry upon or use of the Licensed Space or any other portion of the Properties by or on behalf of Licensee or its Agents, specifically excluding any such claims that arise solely out of the grossly negligent or willful acts of the Board.

16. **Right to Terminate.** Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement for any reason upon prior written notice of at least sixty (60) business days to the other Party. In addition, in the event of any breach of this Agreement by Licensee, the Board shall have the right to order Licensee to immediately cease all activities on the Licensed Space and other portions of the Properties and to immediately vacate the Licensed Space and any other portions of the Properties until such breach is cured or the Board may immediately terminate this Agreement and pursue any and all remedies available at law or in equity. The Board also reserves the right to terminate this Agreement at any time if Licensee's use of the Licensed Space or any other portion of the Properties interferes with the Board's use of the Properties or with any other Board purpose or interest, as determined by the Board in its reasonable discretion. Upon termination of this Agreement for any reason, Licensee shall remove all Permitted Equipment within sixty (60) days of the notice of termination described in this Section 16.

17. **Amendment.** This Agreement may not be amended or modified unless such amendment is in writing and signed by both Parties hereto.

18. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties regarding the Permitted Use and the Licensee's right of entry and supersedes any prior oral or written agreements with respect to the matters stated herein.

This Agreement will be posted on the CPS website.

19. **Notices.** Except as provided in Section 6 regarding notifications of anticipated access to the School for the Permitted Use which shall be by email to the persons specified in that Section, any notice required or permitted to be given to either Party shall be deemed to have been received by such Party (a) three (3) days after the deposit in the United States registered or certified mail, return receipt requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, provided that a receipt of such delivery is obtained, or (c) upon personal delivery to the Party to whom addressed, provided that a receipt of such delivery is obtained. In addition, a Party may send confirmation notice by e-mail or by facsimile in addition to the required notice to be sent by registered or certified mail, overnight delivery or personal delivery. Notices shall be sent to the Parties to the following addresses:

If to the Board: Chief Facilities Officer
Chicago Board of Education
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Facsimile: (773) 553-2951

With copies to: General Counsel
Chicago Board of Education
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602
Facsimile: (773) 553-1701

Director, Energy & Sustainability
Chicago Board of Education
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Telephone: (773) 553-3122
Facsimile: (773) 553-2861
Email: mmbeach2@cps.edu

If to Licensee: Cook County Department of Real Estate Management
69 West Washington Street, Suite 3000
Chicago, Illinois 60602
Attn: Director
Telephone: 312-603-0040
Facsimile: 312-603-9990
Email: Quince.Brinkley@cookcountyil.gov

Cook County Department of Environment & Sustainability
69 West Washington Street, Suite 1900
Attn: Director
Telephone: (312) 603-8204
Facsimile: (312) 603-9828
Email: deborah.stone@cookcountyil.gov

20. **Headings.** The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions set forth herein.

21. **No Further Board Obligations.** The execution of this Agreement does not obligate the Board to provide Licensee or Licensee's Agents with any other assistance. Without limiting the generality of the foregoing, the Board shall not provide any security, maintenance, or custodial services to the Licensed Space and shall have no responsibilities with respect to Licensee's Permitted Equipment.

22. **[Reserved]**

This Agreement will be posted on the CPS website.

23. **Project Labor Agreement.** The Board has entered into that certain Chicago Board of Education Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) (“PLA”) with various trades regarding projects in excess of \$25,000.00, a copy of which is available on the Board’s website at: http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject_Labor_Agreement.pdf and by this reference made a part of this Agreement. Licensee acknowledges familiarity with the requirements of the Board’s PLA and shall cause its Agents to comply with the PLA *where applicable* in the performance of the Permitted Use.
24. **Criminal History Records Search:** The Licensee shall comply with the Background Check Requirements set forth in Exhibit C attached hereto and made a part of this Agreement.
25. **Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.
26. **Survival/Severability.** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or 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.
27. **Joint and Several Liability.** In the event that Licensee, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Licensee shall be the joint and several obligation or undertaking of each such individual or other legal entity.
28. **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.
29. **[Reserved]**
30. **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.
31. **Ethics.** No officer, agent or employee of the Board is or shall be employed by the Licensee 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 August 24, 2023 (23-0824-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.
32. **Governing Law.** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.
33. **Freedom of Information Act.** Licensee 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. Licensee further acknowledges that this Agreement may be posted on the Board’s Internet website at www.cps.edu.

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34. **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.

35. **Counterparts and Electronic Signature.** This 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.

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SIGNATURE PAGE FOLLOWS

This Agreement will be posted on the CPS website.

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

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

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

Dated: August 15, 2024 | 1:44:35 PM CDT

Authorization: Board Rule ^{DS} 7-13
Approved as to legal form. *ES*

DocuSigned by:
Ruchi Verma ^{DS} *JMM*

Ruchi Verma, General Counsel

COUNTY OF COOK

Jamie J. Meyers
Name: ~~Quince Drinkley, Director, Department of Real Estate Management~~
Date: 8/8/24

Jamie J. Meyers
Deputy Bureau Chief - Operations

Toni Preckwinkle
Name: Toni Preckwinkle
Title: President, Cook County Board of Commissioners
Date: July 10, 2024

Dated: _____

ATTEST: *Cedric Giles*

Name: Cedric Giles
Title: Cook County Clerk
Date: 07-15-2024

APPROVED AS TO FORM:

James Beligratis
Assistant State's Attorney
Date: 7 16 24

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EXHIBIT A

PROPERTY DETAILS

1. **William Taft High School**

Address: 6530 W. Bryn Mawr Ave., Chicago, IL 60631

School Contact: Facility Manager, David Engelsman, 773-397-4839, dwengelsman@cps.edu
Principal, Mark Grishaber, MGrishaber@cps.edu

Hours of Entry: 6am-4pm, or as arranged with the School

Electricity Draw: 110v AC

2. **George Washington High School**

Address: 3535 E. 114th St., Chicago, IL 60617

School Contact: Facility Manager, Oscar Edmond III, 773-551-9331, oedmondiii@cps.edu
Principal, Kevin John Gallick,

Hours of Entry: 6am-4pm, or as arranged with the School

Electricity Draw: 110v AC

3. **Manuel Perez Jr. Elementary School**

Address: 1241 W. 19th Street, Chicago, IL 60608

School Contact: Facility Manager, Tanisha Wilson, 773-680-9677, tkwilson5@cps.edu
Principal, Jessica Johnson, jjohnson18@cps.edu

Hours of Entry: 6am-4pm, or as arranged with the School

Electricity Draw: 110v AC

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EXHIBIT B

PLANS

1. Any drilling and coring must be done by an Illinois Dept. of Public Health licensed asbestos worker.
2. Licensee shall mitigate all dust production and thoroughly clean the work areas when complete.
3. Installation Locations. See (a)-(c) below:

- a. **William Taft High School.**
6530 W. Bryn Mawr Ave., Chicago, IL 60631

The EcoTech Serinus 10 Ozone monitor is located in a maintenance room on the third floor of the school.



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EXHIBIT B
PLANS

- b. **George Washington High School.**
3535 E. 114th St., Chicago, IL 60617



This Agreement will be posted on the CPS website.



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EXHIBIT B

PLANS

- c. **Manuel Perez Elementary School.**
1241 W. 19th Street, Chicago, IL 60608



This Agreement will be posted on the CPS website.

EXHIBIT C

Background Check Requirements

Licensee employees, agents, volunteers and subcontractors. Licensee shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor of Licensee who may be in the School building under this Agreement (individually and collectively "**Staff**") ("**Background Check**"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Licensee shall not allow any Staff to: (1) be in the School building under this Agreement until the Board has completed a DNH Check; or (2) have contact with CPS students until Licensee has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

a. **Do Not Hire List.** As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may be in the School building hereunder by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not be allowed in the School building.

b. **Criminal History Records Check.** Licensee shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("**Criminal History Records Check**"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access to the School building and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

- i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
- ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
- iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

c. **Department of Children and Family Services Check.** At Licensee's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("**DCFS Check**"). Licensee shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not be allowed in the School building and shall not have contact with any CPS student hereunder.

This Agreement will be posted on the CPS website.

- d. Background Check Representations and Warranties. With respect to each Background Check, Licensee further represents and warrants that Licensee shall:
- i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
 - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
 - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
 - iv. Not allow: (a) any Staff in the School building until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check to be in the School building under this Agreement;
 - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by the Board of the Background Check and its update process; and
 - vi. Immediately terminate access to the School building for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.