

This Agreement will be posted on the CPS website.

- A. **Financially Solvent.** Licensee warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete the Use and perform all obligations under this License.
- B. **Compliance with Laws.** Each party is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this License and the Use of the Premises, including, but not limited to, the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace, and any others referenced in this License relating to non-discrimination. Further, Licensee is and shall remain in compliance with all Licensor policies and rules. Board policies and rules are available at <http://www.cps.edu/>.
- C. **Gratuities.** No payment, gratuity or offer of employment was made to Licensee, any of its members if a limited liability company or joint venture or, to the best of Licensee's knowledge, to any subcontractors, in relation to this License or as an inducement for award of this License. Licensee is and shall remain in compliance with all applicable antikickback laws and regulations.
- D. **Good Standing.** Licensee, each of its members if a joint venture or limited liability company, and each of its subcontractors, if any, are not in default or have not been deemed by Licensor's Chief Procurement Officer to be in default under any other agreement with Licensor during the five (5) year period immediately preceding the Effective Date of this License, and have not been debarred under the Licensor's Debarment Policy during the three (3) year period immediately preceding the Effective Date of this License.
- E. **Authorization.** Each party has taken all action necessary for the approval and execution of this License, and execution by the person signing on behalf of each party is duly authorized by such party and has been made with complete and full authority to commit such party to all terms and conditions of this License which shall constitute the valid and binding obligations of each party.
- F. **Licensed Professionals.** Licensee is appropriately licensed under Illinois law to perform the operation of a parking lot and all related actions, including without limitation any valet operations, required under this Agreement and shall perform no actions for which a professional license is required by law and for which Licensee, its employees, agents, or subcontractors, as applicable, are not appropriately licensed, including, but not limited to, any approvals, licenses or permits necessary for valet services. Licensor represents and warrants that it is the beneficial owner of the Premises that it is providing Licensee access to in connection with this Agreement and that this License does not infringe on any third-party rights.
- G. **Prohibited Acts.** Within the three (3) years prior to the effective date of this Agreement, Licensee 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.

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H. **Background Check.** 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 who may be on the Premises 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 on the Premises under this Agreement until the Board has completed a DNH Check; or (2) have contact with 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 on the Premises 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 on the Premises.

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 any Board facility 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 on the Premises and shall not have contact with any CPS student hereunder.

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- 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 on the Premises 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 be on the Premises 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 Board of the Background Check and its update process; and
 - vi. Immediately terminate access to the Premises 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.
- e. **Allocation of Costs and Liquidated Damages.** Licensee is obligated to cause the Background Check to be performed for all Staff, and Licensee shall be responsible for the costs of such Background Check. Whether or not Licensee allocates the costs to its subcontractors shall not affect Licensee's obligations in this Section.

If Licensee fails to comply with this Section, in whole or in part, then, in addition to the remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) immediately terminating this Agreement without any further obligation by the Board of any kind; (ii) or taking any other action or remedy available under this Agreement or by law.

17. **Non-Liability of Licensors Officials.** Licensee agrees that no Licensor member, employee, agent, local school council member, officer or official shall be personally charged by Licensee, its members if a joint venture or limited liability company, or any subcontractors with any liability or expense under this

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Licensee or be held personally liable under this License to Licensee, its members if a joint venture or limited liability company, or any subcontractors.

18. Licensee Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

- A. Any material misrepresentation by Licensee in the inducement of this License or the Use of the Premises;
- B. Breach of any agreement, representation or warranty made by Licensee in this License;
- C. Failure of Licensee to perform in accordance with or comply with the terms and conditions of this License, including, but not limited to, the following:
 - i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Premises;
 - ii) Failure to perform in accordance with terms and conditions of this License;
 - iii) Failure to remove cars, equipment and other items, belonging to Licensee and any of its employees or subcontractor or under Licensee's sole control, from the Premises at the end of the daily hours for Weekday/Weekend;
 - iv) Failure to maintain sufficient personnel and equipment to ensure safe operation of the Premises during the Term;
 - v) Failure to operate and maintain the Premises in a manner satisfactory to Licensor, or inability to operate and maintain the Premises satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - vi) Abandonment of the Premises for reasons not beyond Licensee's reasonable control;
 - vii) Failure to comply with any term of this License, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this License constituting an Event of Default;
 - viii) Failure to maintain staffing and licenses as required to operate the Premises for the Use;
 - ix) Default by Licensee under any other agreement Licensee may have with Licensor.
 - x) Assignment by Licensee for the benefit of creditors or consent by Licensee to the appointment of a trustee or receiver or the filing by or against Licensee of any petition or proceeding under any bankruptcy, insolvency or similar law.

19. Licensor Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

- A. Any material misrepresentation by Licensor in providing this License;
- B. Breach of any agreement, representation or warranty made by Licensor in this License;
- C. Failure of Licensor to perform in accordance with or comply with the terms and conditions of this License.

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20. Remedies. The occurrence of any Event of Default which such defaulting party fails to cure within the specific timeframe specified in this License, or if not otherwise specifically stated (except in event of emergency that threatens the safety or security of either party's employees, representatives, (in the case of Licensor, students), or staff, which default must be cured immediately), within ten (10) calendar days after receipt of notice given in accordance with the terms of this License and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, defaulting party fails to commence and continue diligent efforts to cure, in the sole discretion of the non-defaulting party, may permit non-defaulting party to declare defaulting party in default. Whether or not to declare defaulting party in default is within the sole discretion of the non-defaulting party. Written notification of an intention of the non-defaulting party to terminate this License, in whole or in part shall be provided and shall be final and effective upon defaulting party's receipt of such notice. Upon the giving of such notice as provided in this License, Licensor may invoke any or all of the following remedies:

- A. The right to take over and relicense the Premises or any part thereof, by contract or otherwise as agent for and at the cost of Licensee, either directly or through others. The Licensee shall be liable to the Licensor for any excess costs incurred by the Licensor. Any amount due Licensee under this License may be offset against amounts claimed due by Licensor.
- B. The right to terminate this License, in whole or in part, effective at a time specified by the Licensor.
- C. The right to suspend Use and occupancy of the Premises during the thirty (30) day cure period if the default results from Licensee's action or failure to act which affects the safety and/or welfare of individuals in or around the Premises.
- D. The right to all remedies available at law or in equity, including monetary damages.
- E. The right to deem Licensee non-responsible in future agreements to be awarded by Licensor, pursuant to the Licensor's Debarment Policy on Non-Responsible Persons in Procurement Transactions (96-0522P02), as may be amended from time to time.

Upon the giving of such notice as provided in this License, Licensee may invoke any or all of the following remedies:

- A. The right to terminate this License, effective at a time specified by the Licensee.

If Licensor considers it to be in its best interest, it may elect not to declare Licensee in default or to terminate this License. The parties acknowledge and agree that this provision is solely for the benefit of Licensor and that, if the Licensor permits Licensee to continue to operate the Use on the Premises despite one or more Events of Default, Licensee shall in no way be relieved of any responsibilities, duties or obligations under this License nor shall the Licensee waive or relinquish any of its rights or remedies under this License or at law or equity or statute.

The remedies under this License are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any

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right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time by Licensor and as often as may be deemed expedient.

21. Assignment, Sub-licensing, Successor and Assigns.

- A. The interest of Licensee under this License is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensor's prior written consent. Licensor shall have the right at any time to transfer or assign its interest under this License.
- B. Licensee may not sub-license any portion of its interest under this License to another party without Licensor's prior written consent.
- C. Licensee may enter into agreements with parking referral services such as ParkEx, ParkWhiz, and SpotHero so long as there is no violation of Section 21.B.
- D. This License shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this License shall likewise be binding upon the successor and permitted assigns of Licensee, it shall not inure to the benefits of Licensee's successors or unpermitted assigns.

22. 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 address as either party may subsequently designate):

If to Licensor:

Chicago Public Schools
Real Estate Department
Attn: Director of Real Estate
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
smstults@cps.edu

With copies to:

Board of Education of the City of Chicago
Law Department
Attn: General Counsel
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602
rverma@cps.edu

Inter-American Magnet School
Attn: Principal Zayas
851 West Waveland Avenue

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Chicago, IL 60613

Inter-American School LSC
Attn: LSC Chairperson
851 West Waveland Avenue
Chicago, IL 60613

If to Licensee:

Chicago Cubs Baseball Club, LLC
Operations
Attn: David Cromwell and Patrick Meenan
1060 W Addison St
Chicago, IL 60613
pmeenana@cubs.com and dcromwell@cubs.com

With a copy to:

Chicago Cubs Baseball Club, LLC
Office of the Chief Legal Officer
Attn: Brett Scharback
1060 W Addison St
Chicago, IL 60613
bscharback@cubs.com

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.

23. Section Headings. The section 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 or intent of the section to which they pertain.
24. Severability. In the event that any provision(s) of this License is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this License shall remain in full force and effect.
25. Conflict of Interest. This License is not legally binding on the Licensor 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 of Licensor during the one (1) year period following expiration or other termination of their terms of office.
26. Indebtedness. Licensee agrees to comply with the Licensor'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.

This Agreement will be posted on the CPS website.

27. 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.

28. Ethics. Licensee agrees to comply with Licensor's Ethics Code adopted August 24, 2023 (23-0824-PO2), as amended from time to time, which code is incorporated into and made part of this License, to the extent applicable to this License.

29. Governing Law. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Licensee 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 Use of the Premises. Licensee agrees that service of process on Licensee may be made, at the option of Licensor, by either registered or certified mail to the address and to the person set forth in Section 22 above, or to such other address or person as may be designated by Licensee in writing, to the office actually maintained by Licensee or by personal delivery on any officer, director or managing or general agent of Licensee. If any action is brought by Licensee against Licensor concerning this License, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

30. No Third Party Beneficiary and No Agency. This License 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. Nothing contained in this License shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Licensor and Licensee.

31. Entire Agreement and Amendment. This Agreement, including all exhibits attached by mutual agreement of the parties, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the 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 the License, are of no force or effect.

32. Local School Council Approval. This License is subject to approval of the members of the School's Local School Council.

33. Agreement to be Posted Online. Licensee acknowledges that this Agreement and all documents submitted to the Licensor 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 is subject to reporting requirements under 105 ILCS 5/1020.44. Licensee further acknowledges that this Agreement shall be posted on the Board's Internet website.

34. Licensee Authorized to Sign. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they are duly authorized to sign this Agreement and have full and complete authority to commit their respective parties to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of the parties.

This Agreement will be posted on the CPS website.

35. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. This Agreement shall be considered effective and binding once it has been executed by both parties. A signature delivered in electronic format or by facsimile shall be considered binding for both parties.

36. Minimum Wage. Licensee must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: [http://www.cpsboe.org/content/actions/2014 12/14-1217- RS2.pdf](http://www.cpsboe.org/content/actions/2014%2012/14-1217-RS2.pdf). In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Licensee must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Licensee's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the

contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board or at a Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3) subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law. 820 ILCS 105/1 *et seq.* in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) or the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014, or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

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If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Licensee must pay the prevailing wage.

37. 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

38. Debarment Policy. Licensee acknowledges that, in performing any performances hereunder, Licensee shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy adopted June 26, 2019 (19-0626-PO2), as amended from time to time.

39. Force Majeure. Neither party shall be liable for delays or failure to perform any obligation required under this Agreement when such failure is due to a Force Majeure event. For purposes of this Agreement, a Force Majeure event includes unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornados, fire, flood, and other acts of nature; acts of God; acts of war or terrorism, insurrection, riots, or civil disturbance; federal, state, or local governmental regulations, orders or restrictions; pandemics, epidemics; lockouts, strikes, labor disputes, work stoppage; loss or malfunction of utilities, computer or communications capabilities; and any other cause beyond the party's reasonable control, which in fact interferes with the ability of such party to discharge its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the last date written below.

LICENSOR:

LICENSEE:

Board of Education of the City of Chicago

Chicago Cubs Baseball Club, LLC

By: Charles Mayfield
EF57B76ABC90427...
Charles E. Mayfield
Chief Operating Officer

By: Patrick McLean
Name: Patrick McLean
Title: SVP, Operations

Dated: September 12, 2024 | 5:22:42 AM CDT

Dated: 9/7/24

Authorization: Board Rule 7-13(b)(i)

Approved as to legal form. ES DS

By: Ruchi Verma
30B362E0FFA44C9...
Ruchi Verma
General Counsel

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EXHIBIT A

(Certification of issuance of a business license for parking operations
and confirmation of License Term)

The Licensee hereby certifies that is has obtained the necessary licenses and permits to conduct parking operations at the locations described below.

Surface Lot: the surface parking lot containing 47 parking spaces (2 of which are reserved at all times for school staff) located directly south of the School at approximately 3615-21 N Fremont Street.

Date business license issued for parking operations: _____
(attach copy of license)

Parking Garage: the east half of the parking garage, as viewed from the Addison Street entrance at street level, located at 812 W Addison Street and containing 110 parking spaces.

Date business license issued for parking operations: _____
(attach copy of license)

This notice is being provided to the Licensor as of the date signed below by Licensee, which date shall be the start date of the Term upon countersignature by the Licensor. The original Term of the Agreement shall commence on _____, 2024 and shall end on _____, 2026.

Licensee:

Chicago Cubs Baseball Club, LLC

By: _____

Name: _____

Title: _____

Dated: _____

Acknowledged and Agreed:

Board of Education of the City of Chicago

By: _____

Name: _____

Title: _____

Dated: _____