

One North Dearborn, Suite 900
Chicago, Illinois 60602
Attention: General Counsel
Fax: (773) 553-1701

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 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.

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 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.

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];

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 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

B. 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 (19-0626-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.

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 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates written below.

LICENSEE:
BOARD OF EDUCATION
OF THE CITY OF CHICAGO

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

Dated: April 2, 2025 | 1:21:41 PM CDT

LICENSOR:
THE APOSTOLIC HOUSE OF PRAYER

By: Ronald Woods Jr.
Name: Ronald Woods Jr.
Title: C.E.O.
Dated: 1-16-25

COOR#: 25-0321-COO-06

Approved as to legal form: ELS
Initial

DocuSigned by:
Ruchi Verma
56B562E0FFA44C9...
DS
JMM
Ruchi Verma, General Counsel

Attachments:
Exhibit A – Map of Parking Areas

