

THIS LICENSE AGREEMENT MAY BE POSTED ON THE CPS INTERNET WEBSITE

**REMINDERS TO RENTER**

- ☐ **Sign** the contract.
- ☐ Provide **Certificate of Insurance**. Note: The Board of Education, *not* the school, should be listed as Additional Insured. Sample Certificates of Insurance are available upon request. Note that certain uses have additional insurance requirements, including parking lots, swimming pool use, carnivals, and programs focused on children.
- ☐ Send the contract back to [avcocanig@cps.edu](mailto:avcocanig@cps.edu) for approval signature from Real Estate. Contract is not valid until signed by Real Estate Department.

**ALCOHOL AND TOBACCO MAY NOT BE USED ON BOARD PROPERTY UNDER ANY CIRCUMSTANCES**

**PARKING LOT IS NOT INCLUDED IN THE RENTAL  
UNLESS SPECIFICALLY LISTED**

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**LICENSE AGREEMENT**  
(Revised 06/2024)

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as the date on which the final party signs this Agreement (the “Effective Date”), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 42 West Madison Street, Chicago, Illinois (“Licensor” or “Board”) and the County of Cook, a body politic and corporate, having an address of 69 West Washington Street, Chicago, Illinois (“Licensee”). The Licensor and Licensee are referred to herein each as a “Party” and collectively as the “Parties”.

**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 use and occupy the following premises:

25 spaces in the parking lot as depicted on Exhibit A (the “Premises”), located at Hanson Park Elementary School, 5411 W FULLERTON AVE Chicago IL 60639 (the “School”) for the sole purpose of providing parking for employees of Licensee’s medical clinic (the “Use”), and only during the time periods expressed herein.

This grant shall not be construed as anything other than a license and shall not under any circumstances be construed or operate to grant Licensee any estate or interest in the Premises.

2. **Limitation on License.** Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:

A. Licensee shall have the right to utilize the Premises only on the following days and times (the “Use Time”):

\*Monday through Friday 8 am through 6:30 pm  
Saturdays 8 am until 4:30 pm

The Board reserves the right to preempt the Licensee’s Usage of the Premises for special Board and School events in accordance with Section 2.C below.

Any use by Licensee beyond the permitted Use Time outlined herein must be approved by the School and shall be subject to an additional fee or fees to be paid by Licensee to the School pursuant to Section 4 below. Licensee must vacate the Premises, including the School Parking Lot, no later than 10 minutes past the permitted Use Time unless specific permission is obtained from Licensor.

Parking in any area of the School parking lot, other than the Premises, is prohibited and the Board reserves the right to tow unauthorized vehicles at the vehicle owner’s expense. In addition, unauthorized vehicles in the Premises outside of the Permitted Use Time, may be towed at the vehicle owner’s expense. The Board may, but is not obligated to, post signs in the School parking lot notifying Licensee’s employees, agents, invitees and clients of these rules.

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Licensee's direct and regular contact with CPS students or other minors.  
Attached Exhibit B requiring both Sexual Abuse & Molestation Insurance and the Criminal History Records Search is hereby incorporated into and made a part of this Agreement.

Additional requirements due to COVID-19 pandemic.  
Attached Exhibit C requiring additional health and safety measures provisions is hereby incorporated into and made a part of this Agreement.

B. [Intentionally omitted]

C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to School operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes in whole or in part, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) without any reduction in the License Fee, upon not less than forty-eight (48) hours notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, Hanson Park Stadium events, graduation, report card pickup days and parent/teacher conferences. Report card pick up days and parent/teacher conference days are identified on the CPS calendar which is published annually on the CPS website; the calendar for use of athletic fields and stadiums, including Hanson Park Stadium, is available on the CPS athletic calendar at cpsathletics.com.

D. [Intentionally omitted]

3. Term of License. The term of this License Agreement shall be one year, beginning on the Effective Date (the "Term"). Notwithstanding the foregoing and subject to the restrictions outlined in this Section 3, either party may terminate this Agreement, at any time, with or without cause, by providing 30 days prior written notice to the other party. If Licensor determines, in its sole discretion, that the Use compromises or in any way interferes, directly or indirectly, with the safety and security of the School, Licensor may terminate this Agreement immediately upon thirty (30) days' notice. This License Agreement may be renewed for up to five (5) additional one-year terms by mutual agreement of the parties. Licensee shall notify Licensor in writing of its intent to renew the License Agreement no later than sixty (60) days prior to the expiration of the initial Term or expiration of the renewal term, as the case may be, and the extension shall be documented in a writing executed by both parties.

4. License Fee. Licensee fee is waived due to the community services provided by Licensee in the School's community.

5. Costs and Expenses. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, insurance premiums and, if necessary, security costs. For the purposes of this Section 5, Licensee may, in its discretion and at its sole cost, provide security personnel during the permitted Use time of the Premises; provided, however, that if Licensor determines that security is necessary during the permitted Use time, Licensee shall be required to provide security personnel at its sole cost or reimburse Licensor for such security costs, and the amount of security personnel necessary shall be determined in Licensor's sole discretion. All security personnel provided by Licensee shall meet the State and Federal Security Guard

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Licensing Requirements. To the extent Licensor pays any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within five (5) days after receipt of written notice from Licensor regarding the same.

6. Compliance with Laws and Neighborhood Protection Provisions. Licensee shall and shall cause its agents, employees, contractors, volunteers, invitees, members, guests and any other parties who enter the Premises at Licensee's direction or with Licensee's consent (together, "Agents"), at all times during the Term, and any renewal thereof, to comply with all municipal, county, state and federal laws, codes, statutes, ordinances, regulations and Licensor's Board Rules and Policies (collectively, "Laws") applicable to this Agreement and Licensee's Use, including those relating to swimming pools, carnivals, and/or inflatables (if applicable). Licensor's Rules and Policies are available at:

<https://policy.cps.edu>

<https://policy.cps.edu/download.aspx?ID=16>

In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises for the Use stated herein.

Licensee shall comply with all City of Chicago Ordinances, Rules and Regulations, relating to or governing the use of the Premises or the adjoining public right of way, including but not limited to: the consumption, possession or sale of alcoholic or intoxicating beverages, tobacco, illegal drugs or related paraphernalia; excessive noise; loitering; littering; and barbequing and/or tailgating. Licensee acknowledges and agrees that it is strictly prohibited from consuming, possessing or selling alcoholic or intoxicating beverages on the Premises and on the adjoining right of way, and that it is strictly prohibited from utilizing sound amplifying or broadcasting equipment within the Premises or School at any time without the Board's prior written approval. Failure to adhere to this requirement will result in immediate termination of this Agreement.

7. Maintenance.

A. Licensee shall be responsible for normal maintenance of the Premises during the permitted Use Time.

B. Licensee shall repair any damage to the Premises caused by Licensee or by its Agents. Licensee shall return the Premises to the Licensor in the same or better condition than received.

C. Licensee shall, at all times during the permitted Use Time, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash and shall not leave trash or litter on the public way or on private properties near or adjacent to the Premises. All trash shall be placed in the appropriate container for disposal.

D. The Board shall provide snow removal services for the Premises based upon the School calendar in accordance with normal CPS snow removal protocols (i.e., the Board shall have no obligation to provide snow removal services on school or legal holidays, days when the School is closed, on weekends, or after school hours). Licensee shall be responsible for all snow removal desired outside of normal CPS snow removal protocols.

E. If Licensee or its Agents cause any damage to the Premises or Licensee fails to maintain the Premises as required above, then Licensor shall have the right to repair the damage or maintain the Premises at Licensee's expense after ten (10) days written notice to Licensee. Licensor will

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charge and send an invoice to Licensee for the repairs and maintenance costs. Licensee shall have fifteen (15) days to pay the charges. Licensors shall have the right to terminate the License if Licensee does not pay the charges within the fifteen (15) day period.

8. Alterations and Modifications, Signage. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement, without (i) prior written consent of Licensors' Chief Facility Officer or Director of Real Estate, and (ii) written proof that the Premises are zoned to allow any such alteration, modification, or improvement. Any request from Licensee to alter, modify, or improve the Premises must include drawings or a detailed written proposal of any such requested changes. All Licensors-approved alterations, modifications, improvements or changes shall be at the sole cost and expense of Licensee. Licensee shall not install any signage on the Premises without the prior written approval of the Board's Chief Facility Officer or Director of Real Estate, which approval shall not be unreasonably withheld, and shall be in compliance with all Laws and at Licensee's sole cost and expense. Licensee shall remove any such signage at the termination or expiration of this Agreement and make any necessary restorations.

9. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensors **(and any titleholders of record, including the City of Chicago ["City"] and the Public Building Commission of Chicago ["PBC"], as the case may be)**, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises by Licensee or its Agents; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee or its Agents; (iii) a violation of any Laws by Licensee or its Agents; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

10. Waiver of Claims. To the fullest extent permitted by law, Licensee hereby releases Licensors **(and any titleholders of record, including City and PBC, as the case may be)**, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof.

11. Insurance. Licensee shall, at its sole cost and expense, maintain for the duration of this Agreement the insurance coverage indicated in this Section 11. All such insurance shall be in form and substance satisfactory to Licensors, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. This insurance shall also provide that there will be no cancellation unless the Board receives thirty (30) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensee. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensors, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to Licensors' Real Estate Department, Board of Education of the City of Chicago, 42 West Madison Street, Chicago, Illinois 60602, and to:

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Risk Management  
Board of Education of the City of Chicago  
42 W. Madison Street, 2nd Floor  
Chicago, Illinois 60602  
Fax No: (773) 533-3326  
Email: [riskmanagement@cps.edu](mailto:riskmanagement@cps.edu)

- 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 of the Licensee's employees who are to provide services under this Agreement, with limits of not less than One Million and 00/1000 Dollars (\$1,000,000.00) per occurrence.
- B. Commercial General Liability Insurance. Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, for bodily injury, personal injury, and property damage liability. Coverage shall include but not be limited to all operations, contractual liability, explosion, collapse, independent contractors, separation of insureds, defense, and products/completed operations (for a minimum of two (2) years following completion).
- C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with the Work and permitted activities performed in connection with this Agreement, with limits of not less than One Million and 00/1000 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- D. Swimming Pool Usage: If a part of this Agreement, Licensee shall provide General Liability Insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence in a combined single limit for both injury and property damage. Licensee agrees to provide adequate number of properly qualified Lifeguards and/or American Red Cross Lifeguard Certificate [Certificates from other organizations will be accepted only if they are of equivalent or better quality and approved by the CPS Health and Physical Education Department] and to comply with all Board and Illinois Department of Public Health regulations governing the use and operation of swimming pools. Licensors' Rules and Policies, including those relating to swimming pools, are available at:  
<https://policy.cps.edu>  
<https://policy.cps.edu/download.aspx?ID=16>
- E. Carnival and/or Inflatables Operations: If either is a part of this Agreement, Licensee shall provide General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence in a combined single limit for both injury and property damage.
- F. Additional Insured: Licensee shall have its General Liability Insurance policies endorsed to provide that **"the Board of Education of the City of Chicago, a body politic and corporate (and City and PBC, as their interests may appear), and their respective members, employees and agents 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"**.
- G. Waiver of Subrogation: Each such policy required herein shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Licensors, City, PBC, and any

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other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Licensor, City, PBC, and such other additional insureds.

Notwithstanding the foregoing, Licensee may, as an alternative to maintaining insurance policies, self-insure against the risks described above. Licensor acknowledges and agrees that Licensee is a self-insured unit of government and that such self-insurance is sufficient to insure against the risks described above. Upon execution of this Agreement and prior to use of the Premises, Licensee shall deliver to Licensor a letter of self-insurance in form and substance satisfactory to Licensor.

Licensee shall register with the insurance certificate monitoring company designated by Licensor and indicated below to maintain a current insurance certificate on file during the entire Term and pay the annual monitoring fee. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

**Certificate Monitoring Company:**

Topiary Communications Inc.

211 W. Wacker - Suite 220

Chicago, IL 60654

Phone: (312) 494-5709

Email: dans@topiarycomm.net

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

12. Condition of Premises. The Premises shall be delivered to Licensee in its current "AS IS – WHERE IS" condition. No agreements or representations have been made to Licensee regarding the condition of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Premises and accepts the Premises as being free from defects and in good, clean and sanitary order, condition and repair.

13. Return of Premises. Upon the expiration or earlier termination of this Agreement, Licensee shall immediately vacate the Premises and return the same to Licensor in the same or better condition as when received, ordinary wear and tear excepted, broom clean and in good order and condition, and shall remove all of its property from the Premises. This provision shall survive the expiration or termination of this Agreement.

14. Default. If Licensee or any of its Agents fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensor may, after ten (10) 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. Notwithstanding the above, Licensor may terminate this Agreement immediately if Licensee consumes, possesses, sells or offers alcoholic or intoxicating beverages, tobacco or any illegal drugs or paraphernalia on the Premises, or upon the occurrence of any action or failure to act by Licensee which affects the safety and/or welfare of students or Board staff.

15. [Reserved]

16. Assignment, Successors & Assigns, and Sub-License.

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A. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensors prior written consent. Licensors shall have the right at any time to transfer or assign its interest under this Agreement.

B. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Licensors. While this Agreement shall likewise be binding upon the successors and permitted assigns of Licensee, it shall not inure to the benefit of Licensees successors or unpermitted assigns.

C. Licensee shall use the Premises only for the purposes set forth in Section 1 and shall not have the right to sub-license or sub-lease its rights to all or any part of the Premises.

17. Licensee Responsible for Real Estate or Leasehold Taxes. The Premises are currently exempt from real estate taxes. Notwithstanding the foregoing, if the Premises are or become subject to real estate or leasehold taxes (collectively the "Taxes"), the Taxes shall be timely paid by Licensee and not Licensors. Licensees obligation to pay Taxes relating to the Premises and/or this Agreement shall survive the expiration or termination of this Agreement. "Taxes" shall mean all such real estate or leasehold taxes that may be levied or assessed against or otherwise imposed on the Premises that accrue for the period commencing on the Effective Date throughout the expiration of the Term or any renewal term or any earlier termination of this Agreement (and any additional use or occupancy, if any, of the Premises), despite that such Taxes may be payable after such expiration or earlier termination or additional use or occupancy.

18. 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). Licensors may also send notice to Licensee by electronic mail (e-mail) and/or by facsimile to the address listed below as additional methods of serving notice on Licensee.

If to Licensors: Board of Education of the City of Chicago  
Department of Facilities  
Loop Office / GSR 125  
42 West Madison Street  
Chicago, Illinois 60602  
ATTN: Director of Real Estate

with a copy to: Board of Education of the City of Chicago  
Law Department  
1 North Dearborn, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
ATTN: General Counsel

If to Licensee:  
(May not be a PO Box) Department of Real Estate Management  
69 W Washington St, Suite 3100  
Chicago, IL  
ATTN: Director  
Tel: 312-603-0040



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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. Notice sent to Licensee by e-mail or by facsimile shall be deemed given on the same sent with confirmation that the notice was transmitted to Licensee by facsimile or electronic mail on that day.

19. 105 ILCS 5/34 Provisions.

A. This Agreement 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 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 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.

20. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3), adopted June 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

21. Board of Education Ethics Code. The Board of Education Ethics Code (23-0824-PO2), adopted August 24, 2023, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

22. Press Releases; Publicity; Board Intellectual Property. Licensee shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to Licensor, including but not limited to the CPS logo or the logos of any schools, prior to or during or after the term of this Agreement, nor may Licensee photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

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

24. Entire Agreement. This Agreement, including any mutually agreed-upon exhibits attached hereto by both Parties, 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.

25. 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.

26. 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.

27. Force Majeure. Neither Party shall be considered in default of its obligations to be performed hereunder, other than for payment of money, if delay in the performance of such obligations is due to causes beyond its control, by reason of (i) strikes, lockouts or other labor troubles which cannot be mitigated or

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managed by the Party claiming relief, (ii) the inability to procure materials and such inability cannot be mitigated through the substitute of alternate materials, (iii) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, (iv) riot, war, insurrection or other national or local emergency, (v) accident, flood, fire or other casualty, (vi) unusually adverse weather conditions not typically encountered in the Chicago Metropolitan region, (vii) terrorist acts, (viii) epidemics, (ix) freight embargoes, and (x) natural disasters ("Force Majeure"). In such event, performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. Local School Council Approval. This Agreement is subject to approval of the members of the School's Local School Council.

29. 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.

30. 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.

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SIGNATURE PAGE FOLLOWS.

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

**LICENSOR:**

**Board of Education of the City of Chicago**

By: 

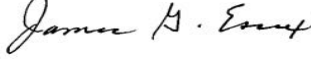
Name: Stephen Stults, Director of Real Estate

Date: 9/11/2024

Board Rules: 6-25, 7-13

**LICENSEE:**

**Cook County**

By: 

Name: James G. Essex

Title: Deputy Director

Date: 10/28/2024

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## Exhibit A



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**EXHIBIT B**

AA. Sexual Abuse & Molestation Insurance. In addition to the requirements outlined in Section 11 above, if Licensee and/or Agents have contact with CPS students or any other minors under this Agreement, Licensee shall provide Sexual Abuse & Molestation Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of use or occupation of the Premises by Licensee.

BB. 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

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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.

- 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) withholding payments due under any other agreement Licensee may have or enter into with the Board until Licensee remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind ; (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Licensee's non-compliance with this Section shall constitute a material breach of this Agreement.

**EXHIBIT C**  
**COVID-19 REQUIREMENTS AS OF APRIL 19, 2022**

- If Licensor, in its sole discretion, determines that Licensee has failed to comply with any of the requirements of this Exhibit, Licensor may suspend or terminate this agreement immediately. Licensor reserves the right to amend and modify these requirements in its sole discretion in response to the COVID-19 pandemic to protect the health, safety and well-being of persons.
- Licensee shall comply with all Licensor, City of Chicago, and CDPH recommendations and requirements now or hereafter in effect, as may be amended from time to time, on matters including but not limited to physical distancing, use of face coverings, hand washing, cleaning and sanitizing, screening, case reporting, contract tracing, and occupancy limits. Licensee acknowledges that these health and safety guidelines are subject to change.
- Licensee must report any positive COVID-19 cases on the Premises to Licensor at the following link: [www.cps.edu/COVIDresults](http://www.cps.edu/COVIDresults)
- The Department of Facilities (“Facilities”) must approve of the use of the Premises. Due to the evolving nature of the COVID-19 pandemic and the school district’s procedures in response, Facilities’ approval is required on an ongoing basis and suspension or termination may occur at any time.
- Licensee shall pay \$50 per hour for any cleaning, moving, sanitizing, repair, or maintenance (collectively “Maintenance”) that is required by Licensor as a result of Licensee’s failure to return the premises to the condition in which it was found. Licensor shall remit payment for the additional cost of Maintenance within 30 days of Licensor’s notice to Licensee of the cost.
- All persons are encouraged to maintain at least 6 feet of social distancing where possible. Cohabiting persons do not need to observe this limitation with each other.
- All persons must maintain clean hands and observe respiratory etiquette (cover coughs and sneezes).
- Masking is encouraged.
- Licensee may be required to pay, for engineers, custodians, and/or security to provide any additional maintenance and sanitation required as a result of the Licensee’s Use, in addition to the License Fee. This additional maintenance may include the 4-hour engineer union work minimum requirement for any overtime incurred on weekends or after the engineer has left for the day. Approximate example rates below are subject to change and are as follows:
  - Engineer overtime: \$110 per hour for regular overtime or Saturday time, 4-hour work minimum
  - Engineer Sunday overtime: \$140 per hour for double time or Sunday/holiday time
  - Custodian overtime: \$45 per hour