

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

INTERGOVERNMENTAL USE AGREEMENT

(Gately Park)

This Intergovernmental Use Agreement (this “**Agreement**”) is made and entered into as of February 9, 2024 (the “**Effective Date**”), by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the “**Board**” or “**CPS**”), having its principal offices at 42 West Madison Street, Chicago, Illinois 60602, and the Chicago Park District, an Illinois municipal corporation (the “**District**”), having its principal offices at 4830 S. Western Ave., Chicago, Illinois 60609. The Board and the District are referred to below each as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The District operates Gately Park, ^{Text} consisting of approximately 25 acres located at 744 E. 103rd Street, Chicago, Illinois (the “**Park**”).

B. The Board is the nation’s third largest school district with over 630 schools serving more than 361,000 students, including CPS students in the Pullman and Roseland communities.

C. The District has constructed a new indoor track and field facility (the “**Athletic Facility**”) at Gately Park that will further enhance recreational competitive event opportunities in Chicago’s Pullman and Roseland communities and surrounding neighborhoods. The 139,375-square foot Athletic Facility has a seating capacity of 3,500 and the area’s first hydraulically banked 200-meter track. The Athletic Facility also features a 4,000-square foot warm-up area, eight sprint lanes, two long and triple jump runways and pits, pole-vault runway and pads, a high jump area and scoreboards.

D. The Board desires to use the Athletic Facility for track and field and other athletic activities to serve CPS student-athletes and uses compatible with such sports facilities.

E. In return for use of and access to the Athletic Facility, the Board desires to make a contribution of \$2,000,000 towards the \$57,000,000 construction cost of the Athletic Facility which was undertaken by the District. As there are many community partners and regional and national high demand for the Athletic Facility, the Board’s dedicated program hour use of the Athletic Facility shall not exceed 103 hours annually.

F. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution allows and encourages intergovernmental cooperation.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PART I. LAND USE

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Section 1. Grant of Land Use Rights. Subject to the terms and conditions of this Agreement, the District grants the Board the non-exclusive right to use the Athletic Facility for the term set forth in Section 2 hereof.

Section 2. Term and Contribution

a. The term hereof shall begin on the Effective Date and shall end twenty (20) years thereafter (the “**Term**”). By mutual written agreement, the Parties may terminate this Agreement at any time, upon which the termination would take effect immediately.

b. The Board will contribute Two Million Dollars (\$2,000,000.00) for the purpose of supporting the District’s design and construction of the Athletic Facility. The funds will be used solely for the design, development and construction of the Athletic Facility, and if used for any other purpose, the Board in its discretion may require return of all or a portion of the funds. The Board shall not be responsible for any cost overruns on the design and construction of the Athletic Facility beyond its above-stated contribution amount. The Board shall not be required to obtain a permit or pay a fee for its use of the Athletic Facility during its Program Time (as defined below), unless the Board requires the use of any services which require operation by Athletic Facility personnel.

c. The Board will make a contribution to the District in the amount of Two Million Dollars (\$2,000,000.00) upon execution of this Agreement.

Section 3. Construction Standards. [INTENTIONALLY OMITTED]

Section 4. Inspection, Progress Reports and Letter of Acceptance. [INTENTIONALLY OMITTED]

Section 5. Utilities. The District shall, at the District’s sole cost and expense, provide for electricity, light, water, sewage, power, telephone or any other communication service, and all other utility services supplied to the Athletic Facility, and shall contract for the same in its own name.

Section 6. Use. The Parties covenant and agree that each Party shall observe and keep the covenants, agreements and conditions of this Agreement on its part to be kept and shall lawfully use and occupy the Athletic Facility during the Term subject to the provisions of this Agreement.

Neither Party shall commit or permit the commission of any waste in, on or about the Athletic Facility, and shall comply with all laws and regulations pertaining to the condition or use of the Athletic Facility.

Section 7. Duty to Maintain and Repair Athletic Facility. The District shall, at the District’s sole cost and expense be responsible for and shall keep the Athletic Facility in a state of good order, condition and repair (including capital repairs, and improvements), and in compliance with all applicable laws. Unless otherwise required by law, any required major repairs or capital improvements shall be performed by the District and the District shall use its best efforts to minimize such major repairs during the Board’s Program Time (as defined below). For disruptions or anticipated conflicts with the Board’s

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events and competition days, as listed and provided to the District in accordance with Section 10 below, due to major repairs or capital improvements which are required to be scheduled during the Board's Program Time, the District shall give the Board not less than thirty (30) days advance written notice thereof and the parties shall agree in such time to reasonable accommodations to the Board for any actual disruption of the Board's scheduled events.

The Board acknowledges and agrees that the Board shall clean and pick up debris as well as any athletic equipment or supplies after each time it, its invitees, licensees, students, agents, contractors, volunteers, or employees use the Athletic Facility as more fully set forth below and shall compensate the Park District for the actual costs of any repairs to any portion of the Athletic Facility damaged by the Board's invitees, licensees, students, agents, contractors, volunteers, or employees, beyond ordinary wear and tear.

Section 8. Inspection of Athletic Facility. The Board acknowledges that it has, prior to the Effective Date, made such inspections as it desires of the Athletic Facility and all factors relevant to its use and accepts the risk that such inspections may not disclose all material matters affecting the Athletic Facility. The District makes no representations, warranties or agreements as to the condition of the Athletic Facility.

Section 9. Damage or Destruction. If the Athletic Facility is damaged or destroyed by fire, flooding or other casualty to such extent that the Athletic Facility is rendered unusable, either Party shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other Party written notice to such effect. If this Agreement is not otherwise terminated, the District shall make all reasonable commercial efforts to restore the Athletic Facility in a timely fashion, depending on budgetary and weather issues.

Section 10. Scheduling. The Board shall have the right to use and occupy the Athletic Facility during the Term or any extension thereof in accordance with the following schedule:

The District shall have the right to close some or all of the Athletic Facility for District programming, holidays, mandatory shut down days, or inclement weather days which would preclude the opening of the Athletic Facility, as determined by the District or the District's designee (collectively, "**Closure Days**").

Prior to December 1st of each year, the District shall provide Board with its yearly calendar of scheduled Closure Days for the next year. The District shall use all reasonable efforts to provide Board with as much prior notice as possible, but no less forty-eight (48) hours' notice in the event of non-scheduled Closure Days, with the exception of weather or emergency closings.

Special programming by the District, such as National Collegiate Athletic Association and USA Track & Field Associations outside meets and/or tournaments, shall take precedence over regularly scheduled Board activities, other than the Chicago Public League Indoor Championship meet (the "**Championship**"). As of the Effective Date, a portion of the Board's Program Time (as defined below) will include eleven (11) annual priority Board events: six (6) Challenger meets, one (1) Championship qualifying meet (the "**Championship Qualifier**"), one (1) Championship, two (2) SCORE meets and one (1) SCORE coach's clinic, all of which (with the exception of the Championship) are subject to being rescheduled due to special programming by the District; provided however, that the District guarantees that these eleven (11) events

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shall be scheduled during peak hours, which are agreed to be from 4:00 p.m. to 9:00 p.m. Monday through Friday and weekends from January through April. Annual priority Board events are listed on **Exhibit A (“Priority Board Events”)**.

All of the Priority Board Events will require the basic package of services listed on **Exhibit B** at a minimum to be paid for by the Board, as well as any additional expenses incurred by the Board not included in the basic package. The Priority Board Events are representative annual Board events and the specific Board events are subject to change in subsequent years. The balance of the Board’s Program Time (as defined below) remaining after the Board’s Priority Events shall be scheduled during non-peak hours.

The dates for the Championship Qualifier, the Championship and the SCORE events shall be based upon the Illinois High School Association (the “**IHSA**”) multi-year calendar which is published in advance. The reserved dates for the Championship Qualifier and Championship shall be the respective Saturdays of week 36 and 37 of the IHSA calendar. The SCORE events are the respective Saturdays of week 41 and 42 of the IHSA calendar. A calendar of Priority Board Events for School Year 2023-2024 and Indoor Season Eight-Year Plan based on the IHSA calendar is attached hereto as **Exhibit C (“Priority Board Event Schedule”)**. Dates beyond 2029-2030 shall be similarly based upon the IHSA calendar when published.

District shall provide a minimum of fourteen (14) days’ notice to the Board and shall use all best efforts to find make-up time for any Board time lost. The District acknowledges and agrees that the Board provides the Championship annually for approximately 140 teams comprised of CPS students. The Championship Qualifier and Championship are generally held on the second (Championship Qualifier) and third (Championship) Saturdays of March. The Championship is a priority for the Board and shall take precedence over special programming by the District. The District shall use its best efforts to schedule two successive Saturdays in March for the Championship Qualifier and the Championship consisting of six (6) hours one Saturday for the Championship Qualifier and twelve (12) hours the next Saturday for the Championship. The Championship shall not be subject to rescheduling by the District; provided however, that the Championship may be moved with written approval of both Parties.

The Athletic Facility’s hours of operation will be consistent with the hours of similar such facilities maintained by the District. The Board agrees that in the event Board requests events in the Athletic Facility that are outside the normal operating hours, the Board shall notify District at least fourteen (14) days in advance and shall reimburse the District for the hourly rate of the District personnel required to be in the Athletic Facility before or/and after their customary working hours due to such event. The District makes no guarantees that personnel will be available for such events but will make all reasonable efforts to schedule said personnel.

The District agrees that the Board will not be required by the District to obtain any special permits from the District’s on-site designee to use the Athletic Facility for any such events, provided that the Board shall be required to obtain any necessary federal, state, or city permits.

The Board shall have a not to exceed 103 hours of dedicated use of the Athletic Facility annually throughout the term of this Agreement (the “**Board’s Program Time**”).

Except for the Board Priority Events, the remainder of the Board’s Program Time shall be scheduled during non-peak hours. The Board acknowledges that unless on another date mutually agreed upon by the Board

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and the District, the Board shall provide a proposed seasonal event schedule which outlines the times and days to the District on or before the following dates: October 1 for spring season, January 1 for summer season, March 1 for fall season and September 1 for winter season. The District may request that unused or underutilized times be reallocated to the District, approval of which shall not be unreasonably withheld by the Board. The District shall use its best efforts to reserve the times and dates set forth on the Board's proposed seasonal event schedule for the Board's Program Time. If for any reason other than casualty or force majeure, the District cannot provide the Board with all 103 hours of the Board's Program Time for the Athletic Facility in a calendar year, at the option of the Board, the number of shortfall hours shall be carried forward resulting in an increase in the percentage of the Board's Program Time for the next calendar year. The Board acknowledges the Board's Program Time included in this Agreement allow the Board use of the Athletic Facility but do not cover any additional costs associated for use of the Athletic Facility.

The Board acknowledges that the District may have events scheduled years in advance that cannot be moved or rescheduled; however, the District shall use its best efforts to reserve the times and dates requested by the Board and shall notify the Board of any such scheduled events by June 1 each year for the next calendar year.

The Board shall also have use time during the summer when school and District summer camp are not in session, but the hours for such use shall be determined by the mutual written agreement of the Parties. The District's consent to such summer hours shall not be unreasonably withheld.

The Board's Program Time shall be non-exclusive. As there are many community partners and high demand for the Athletic Facility, there may be multiple users of the Athletic Facility at the same time. The District will ensure the scheduling of multiple users will not impact the Board's ability to fully utilize the Athletic Facility.

The District will, at its own expense, designate a person or management company to act as a scheduler (the "**District Scheduler**") for the various functions at the Athletic Facility, including the Board's Program Time.

The Board is not permitted to assign, rent or donate any of its time to any entity, individual, organization or any other group which would use the Athletic Facility for use other than by CPS students. The Board shall provide and update contact information for the person(s) responsible for keeping the Board's schedule for the Athletic Facility.

The Board may request to use the Athletic Facility in excess of the Board's Program Time. In such cases, the Board must pay the standard non-profit usage fee for the Athletic Facility set by the District, and available from the District Scheduler upon request, which fee shall not exceed the fee charged to other entities or the published fee for such use.

Section 11. Alterations, Additions, or Improvements. No alterations, improvements or additions to the Athletic Facility ("**Modifications**") shall be made by the District that would infringe on the rights granted to the Board in this Agreement. The District reserves the right to undertake any Modifications it deems necessary or appropriate. All Modifications shall: (i) be at the sole cost and expense of the District; (ii) be done in a good and workmanlike manner; and (iii) comply with all applicable laws and regulations. Any such Modifications shall be subject to the District's obligations under Section 7 above.

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Section 12. Event Costs. The Board acknowledges that staging events at the Athletic Facility requires trained personnel (“Services”), and will require compensating the District for the use of said personnel. **Exhibit B (“Event Staging Costs”)** details the individual charges that the Board will be responsible for depending upon the particular package selected by the Board for an event. The Board and District shall use good faith efforts to hold weekly meetings (when events are scheduled) to confirm and approve the charges for upcoming events. All charges listed are at cost to the Board, and any Services must be requested by the Board at least thirty (30) days in advance to ensure proper staffing. Payment for Services will be made within thirty (30) days of the event upon invoicing. Track Rental charges do not apply for the Board’s Program Time; costs for Services will apply if requested. Event Staging Costs are subject to change upon sixty (60) days prior written notice to the Board, but will be offered at cost to the Board for the duration of this Agreement. All invoices shall be submitted by regular mail and email to: Chicago Public Schools, Sports Administration, 2651 W. Washington Boulevard, Chicago, Illinois 60612, Attention: Executive Director, Sports Administration, with a copy sent to the Director, Sports Administration at the same address. The current Executive Director is David Rosengard, email drosengard@cps.edu and the Director is Mickey Pruitt, email mpruitt2@cps.edu.

PART II. GENERAL PROVISIONS

Section 13. Supervision. The Board shall be responsible for the supervision and management of all Board activities and events and use by the Board of the Athletic Facility during the Board’s Program Time. The Board shall adhere to Board policies regarding supervision of children while conducting Board activities at the Athletic Facility. Other than as outlined in this Section 13 and Section 14 below, the District shall have no duty or obligation to provide any supervision or management of program activities or events during the Board’s Program Time.

The Athletic Facility is a state of art indoor track and field built with highly specialized equipment and technology. The District shall determine if any of the Board’s usage of the Athletic Facility will require additional supervision and management by the District or its designee and will advise the Board in advance of such additional personnel and cost. In such case, the Board shall reimburse the District for the cost of any such expenses.

Section 14. Security. The District shall provide such security measures as it deems necessary to properly manage and supervise the Athletic Facility. If the District determines that any Board activity (such as special events or championships) requires additional security measures than those employed in the Athletic Facility for a typical day, the District shall provide the additional security required at the rates set forth in **Exhibit B** or the Board shall provide the required additional security at the Board’s expense. The District and the Board’s Chief Safety and Security Officer or their designee, shall cooperate and coordinate in determining the appropriate security measures and staffing for any Board activity.

The Board shall provide such security measures as it deems necessary to properly use the Athletic Facility for Board activities and events during the Board’s Program Time.

Section 15. Indemnification

The Board. The Board shall undertake the following:

The Board shall save and hold harmless the District, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property

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damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens (collectively, “Losses”), arising directly or indirectly under this Agreement resulting from the Board’s conduct or management of Board activities or events at the Athletic Facility, or from the Board’s or their permittees’ activities under this Agreement, or from any work or activities performed at the Athletic Facility by the Board, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the District.

The Board shall save and hold harmless the District, its officers, employees, agents, successors and assigns from any liability under the Illinois Workers’ Compensation Act or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Board activities or events at the Athletic Facility or from anything whatsoever done in or about the Athletic Facility by the Board, its officers, permittees, employees, agents, or contractors, except that when Board employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the District, such persons will be considered District employees for the purpose of the Illinois Workers’ Compensation Act and Illinois Occupational Diseases Act.

The District. The District shall undertake the following:

The District shall save and hold harmless the Board, its officers, employees, agents, successors and assigns from and against any and all Losses, arising directly or indirectly under this Agreement resulting from the District’s conduct or management of the Athletic Facility, or from the District’s or their permittees’ activities under this Agreement, or from any work performed at the Athletic Facility by the District, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the Board.

The District shall save and hold harmless the Board, its officers, employees, agents, successors, and assigns from any liability under the Illinois Workers’ Compensation Act or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Athletic Facility, or from anything whatsoever done in or about the Athletic Facility by the District, its officers, permittees, employees, agents, or contractors, except that when District employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the Board, such persons will be considered Board employees for the purpose of the Illinois Workers’ Compensation Act and Illinois Occupational Diseases Act.

Each Party will notify the other of incidents and accidents that occur on the Athletic Facility related to the Board’s use of the Athletic Facility within twenty-four (24) hours of such Party receiving actual knowledge of such incident.

Nothing in this Section 15 shall be deemed to limit or waive in any way the liability, immunity and defense provisions of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*).

Section 16. Investigations. Each Party to this Agreement hereby acknowledges and agrees that in accordance Section 5/34-13. 1 of the Code (as hereafter defined), the Inspector General of the Board (the “**Inspector General**”) has the authority to conduct certain investigations into the scope of this Agreement

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and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations, subject to the power and limitations set forth in the Statute.

Section 17. Inspections/Damage. The District's and the Board's designees shall jointly inspect the Athletic Facility (as the case may be). If major damage results from the use of the Athletic Facility by the District, the cost of repairs of such major damage shall be borne by the District. If major damage results from the use by the Board of the Athletic Facility, the cost of repair of such major damage shall be borne by the Board. For purposes of this Section 17, the term "**major damage**" means damage of any kind beyond ordinary wear and tear excepted for the particular property when used for the purposes for which it was designed.

Section 18. Self-Insurance. The Parties represent that each is substantially self-insured and each shall maintain general liability, property damage, worker's compensation and employer's liability insurance in sufficient amounts for the purposes of this Agreement.

Section 19. Compliance.

a. In the event of a conflict between any provisions of this Agreement and the provisions of the Chicago Park District Act, 70 ILCS 1505/0.01 *et seq.* (the "**Act**") or the Illinois School Code, 105 ILCS 5/1-1 *et seq.* (the "**Code**"), the Act and the Code shall prevail and control.

b. Each Party must observe and comply with all applicable federal, state, county and municipal laws, statutes ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement.

c. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to: (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter. Provisions required by law ordinance, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or upon application by either Party, this Agreement will be amended to make the insertion.

d. This Agreement shall not be legally binding on the District or the Board if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

e. Both the District's Ethics Code, Chapter III of the Code of the Chicago Park District, and the Board's Ethics Code, adopted August 24, 2023 (23-0824-PO2), as amended from time to time, shall be incorporated into and made part of this Agreement.

f. Conflicts. This Agreement shall not be legally binding on the Board if entered into in violation of the provisions of Section 5/34-21.3 of the Code 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.

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g. Indebtedness. The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated herein and made a part hereof.

h. Contingent Liability. The Parties agree that any expenditure beyond the Board's current fiscal year shall be deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Section 20. Disputes. The Board and the District agree that any disputes arising out of this Agreement shall be resolved by the Chief Executive Officer of CPS and the General Superintendent of the District or their respective designees.

Section 21. General Provisions. The following general provisions govern this Agreement:

a. Amendment. Except as otherwise set forth herein in connection with compliance, this Agreement may not be amended or modified without the prior written consent of the Parties hereto.

b. Assignment. Neither Party shall assign this Agreement, in whole or in part, without prior written approval of the other Party, which approval may be withheld in said Party's sole discretion.

c. Authorization to Execute Agreement. The persons executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of the Board and the District respectively and that by their execution of this Agreement, it became the binding obligation of the Board and the District respectively, subject to no contingencies or conditions except as specifically provided herein.

d. Binding Effect and Disclaimer of Third-Party Beneficiaries. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties and their respective successors and permitted assigns (as provided herein). Nothing contained in this Agreement, nor any act of a Party, shall be deemed or construed by any of the Parties or by any person, to create or imply any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture or any association or relationship involving the District or the Board.

e. Construction. The term "**include**" (in all its forms) means "include without limitation," unless the context clearly states otherwise. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof. All references to a number of days mean calendar days, unless indicated otherwise. "**Business Day**" means any day other than a Saturday, a Sunday or any day in which banks in Illinois are authorized or obligated by law or executive order to close.

f. Counterparts and Facsimiles. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. A signature by facsimile or electronic means shall be considered binding for both Parties.

g. Entire Agreement. This Agreement (including the preamble, recitals and each attached Exhibits), reflects and constitutes the entire Agreement between the Parties and it supersedes all prior

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agreements, negotiations and discussions between the Parties relative to the subject matter hereof. There are no other representations, inducements or other rights or obligations being extended to any Party.

h. Further Assurances. The Board and the District agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

i. Force Majeure. No Party shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, terrorist act, epidemic, pandemic, declaration of emergency by government authorities, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones which in fact interferes with the reasonable ability of such Party to discharge its obligations hereunder. The Party relying on this Section 21(i) with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other Party and may only rely on this Section 21(i) with respect to any such delay to the extent of the actual number of days of delay effected by any such events described above.

j. Governing Law, Venue and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois or the United States District Court for the Northern District of Illinois.

k. Incorporation. The following exhibits referenced throughout this Agreement and attached hereto are incorporated herein by this reference and are to be construed as an integral part of this Agreement.

EXHIBIT A – Board Priority Events
EXHIBIT B – Event Staging Costs
EXHIBIT C – Board Event Schedule

l. Limitation of Liability. No elected or appointed official or member or employee of the Board or the District shall be individually or personally liable in connection with this Agreement.

m. Notice. All notices pursuant to this Agreement shall be made via reputable overnight courier, regular US Mail or facsimile to the following addresses:

If to the Board: Board of Education of the City of Chicago
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attn: Chief Operating Officer and Director of Real Estate

with a copy to: Board of Education of the City of Chicago
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602

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Attn: General Counsel
Fax No. (773) 553-1701

if to the District: General Superintendent
Chicago Park District
4830 S. Western Ave.
Chicago, IL 60609
Fax No. (312) 742-5276

with a copy to: General Counsel
Chicago Park District
4830 S. Western Ave
Chicago, IL 60609
Fax No. (312) 742-5328

Any notice, demand or request sent by guaranteed overnight courier shall be deemed received 1) on the Business Day immediately following acceptance for delivery by the overnight courier; 2) upon receipt if sent by regular US Mail; and upon receipt if sent by facsimile provided a hard copy of said facsimile is deposited in the US Mail within twenty-four (24) hours of sending said facsimile.

n. Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

o. Severability. If any provision in this Agreement or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

p. Waiver. No act done or thing said by a Party or its agents or employees shall constitute a cancellation, termination or modification of this Agreement, or a waiver of any covenant, agreement or condition of this Agreement, nor relieve the other Party from its obligation to pay the fees reserved or other charges. Any waiver or release by a Party and any cancellation, termination or modification of this Agreement must be in writing signed by that Party. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial fee during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.


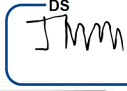
(Signature Page Follows)

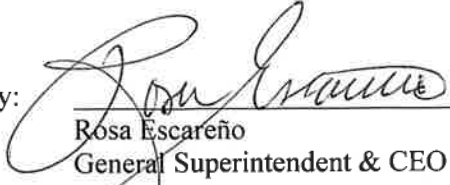
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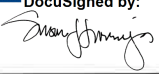
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.


THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

CHICAGO PARK DISTRICT

By: ^{DocuSigned by:}  ^{DS} 
D5029923484041E...
Jianan Shi
President

By: 
Rosa Escareño
General Superintendent & CEO



Attest: ^{DocuSigned by:} 
ADC8249319B6449...
Susan Narrajos
Secretary

Attest: 
Sarah Gelder
Secretary

By: ^{DocuSigned by:} 
AA17786A4B2446C...
Pedro Martinez
Chief Executive Officer

Board Report: 19-0828-OP2

Approved as to legal form:

^{DocuSigned by:}  ^{DS} 
56B562E0FFA44C9...
Ruchi Verma
General Counsel

Extension Reports: 19-1211-AR4-II.19;
20-0226-AR1-16; 20-0422-AR1-15;
20-0624-AR1-12; 20-0826-AR1-11;
20-1028-AR1-10; 20-1216-AR1-8;
21-0224-AR1-6; 21-0428-AR1-5; 21-0623-
AR1-5; 21-0825-AR1-5; 21-1027-AR1-3;
21-1215-AR1-3; 22-0223-AR1-3; 22-0427-
AR1-3; 22-0622-AR1-1; 22-0824-AR1-1;
22-1026-AR1-1; 22-1207-AR1-1; 23-0222-
AR1-1; 23-0426-AR1-1; 23-0628-AR1-1;
23-0824-AR1-1; 23-1025-AR1-1; 24-0125-
AR1-II.1

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT A**BOARD PRIORITY EVENTS****BOARD PRIORITY EVENTS**

Event	Occasions	Est. Hours	Subtotal
SCORE Event	2	3	6
Challenger Meets	6	3	18
Championship Qualifier	1	18	18
Championship	1	8	8
SCORE Coach's Clinic	1	3	3

53 Subtotal Current Hours

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT B**EVENT STAGING COSTS**

Note: All costs are subject to change upon sixty (60) days prior written notice to the Board. This Exhibit B will be updated upon any changes. The Board shall not be charged for any staff or personnel employed at the Athletic Facility for a typical day. The District shall use good faith efforts to coordinate and cooperate with the Board to determine appropriate staffing levels for the anticipated number of participants and attendees for cost efficiency, and if appropriate, the number of minimum staff reduced for smaller events.

<u>Item</u>	<u>Hourly Charge</u>
Track Oval Rental	\$375.00 (includes track and equipment use only) *Track Oval Rental or Track Rental includes: 6 Lanes, Horizontal Jump Pits – 2 Pits with 180’ runways, Pole Vault Pit(s)- 1 in the competition area with a 143’ 10” runway; 1 on the warm-up area with a 165’ runway, Shot Put Area/Throwers Cage, 8 Lane 60m straight, Banked Curves – (for competitive meets only) Note: Track Rental Hourly Charge does not apply to usage during the Board’s Program Time, which may also include use of the Track area or other athletic areas for activities such as pickleball, basketball or volleyball.
Security (Monterrey plus PO)	\$235.00 (Minimum of 4 hours) – Hourly rate includes 8 Security Guards and 1 Police Officer
Eastlake Basic Cleaning	\$120.00 (Minimum of 4 hours) – Hourly rate includes 4 Staff
EMT	\$90.00 (Minimum of 4 hours) – Hourly rate includes 2 Staff
Video Board	\$135.00 (Minimum of 4 hours) budget for 1 hour setup and 1 hour tear down will be added along with a flat fee of \$500 for videoboard rental
Event Staff	\$120.00 (Minimum of 4 Hours) – Hourly rate includes 4 Staff
LakeShore	Contract terms and cost negotiable through LakeShore Athletics

Host is responsible for providing their own officials.

Basic Package cost: \$820.00 per hour (outside of Board’s Program Time)

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*Track Oval Rental, mandatory event security, EMT and custodial staff

\$445 per hour for use of Track Oval during Board's Program Time
Security, EMT and custodial staff ONLY

Bronze Package cost:

\$940 per hour (\$565 per hour during Board's Program Time)
Track Oval Rental plus: Event Security ▪ Custodial staff ▪
Emergency Medical Staff ▪ Event Staff (4 staff)

Silver Package cost:

\$1075 per hour (\$700 per hour during Board's Program Time)
Track Oval Rental plus: Event Security ▪ Custodial staff ▪
Emergency Medical Staff ▪ Event Staff (4 staff) ▪ Video Board

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT C

BOARD EVENT SCHEDULE

Annual Priority Events

Challenger Meet #1
Challenger Meet #2
Challenger Meet #3
Challenger Meet #4
Challenger Meet #5
Challenger Meet #6
Championship Qualifier
Championship
SCORE Coaches Clinic – (flexible)
SCORE Meet 1
SCORE Meet 2

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

Chicago Public League Track and Field

Indoor Season Eight-Year Plan

based on the IHSA
Calendar

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Challenger #1	2/1/2023	1/31/2024	2/5/2025	2/4/2026	2/3/2027	2/2/2028	1/31/2029	1/30/2030
Challenger #2	2/8/2023	2/7/2024	2/12/2025	2/11/2026	2/10/2027	2/9/2028	2/7/2029	2/6/2030
Challenger #3	2/15/2023	2/14/2024	2/19/2025	2/18/2026	2/17/2027	2/16/2028	2/14/2029	2/13/2030
Challenger #4	2/22/2023	2/21/2024	2/26/2025	2/25/2026	2/24/2027	2/23/2028	2/21/2029	2/20/2030
Challenger #5	3/1/2023	2/28/2024	3/5/2025	3/4/2026	3/3/2027	3/1/2028	2/28/2029	2/27/2030
Challenger #6	3/8/2023	3/6/2024	3/12/2025	3/11/2026	3/10/2027	3/8/2028	3/7/2029	3/6/2030
Championship Qualifier	3/11/2023	3/9/2024	3/15/2025	3/14/2026	3/13/2027	3/11/2028	3/10/2029	3/9/2030
Championship	3/18/2023	3/16/2024	3/22/2025	3/21/2026	3/20/2027	3/18/2028	3/17/2029	3/16/2030
SCORE Coaches Clinic (Flexible)	4/5/2023	4/3/2024	4/2/2025	4/1/2026	3/31/2027	3/29/2028	4/4/2029	4/3/2030
SCORE Meet 1	4/15/2023	4/13/2024	4/12/2025*	4/18/2026	4/17/2027	4/1/2028*	4/14/2029	4/6/2030*
SCORE Meet 2	4/22/2023	4/20/2024	4/5/2025*	4/25/2026	4/24/2027	4/8/2028*	4/21/2029	4/13/2030

*Easter/Spring Break variation

Easter Sunday	4/9/2023	3/31/2024	4/20/2025	4/5/2026	3/28/2027	4/16/2028	4/1/2029	4/21/2030
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