

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CHICAGO PARK DISTRICT

AND

THE CHICAGO HOUSING AUTHORITY

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of January 1, 2017 (the “Effective Date”) by and between **THE CHICAGO PARK DISTRICT**, an Illinois municipal corporation organized and existing pursuant to 70 ILCS 1505/0.01 et seq. of the Illinois Compiled Statutes (hereinafter referred to as “CPD”) and **THE CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation organized and existing pursuant to 310 ILCS 10/1 et seq. of the Illinois Compiled Statutes (hereinafter referred to as “CHA”).

RECITALS

WHEREAS, the CHA is engaged in the development and operation of safe, decent, and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U. S. C 1437 et seq. regulations promulgated by the United States Department of Housing and Urban Development (“HUD”) and the Housing Authorities Act, 310 ILCS 10/1 et seq., as amended from time to time, and all other applicable laws, regulations and ordinances; and

WHEREAS, the CHA desires to have sports, recreational, leadership development, employment and other youth programs more readily available to residents of CHA on a year around basis; and

WHEREAS, the CPD provides the type of sports and recreational programs for City of Chicago residents that are desired by the CHA for its residents; and

WHEREAS, the CHA and the CPD have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the CHA and the CPD desire to enter into this agreement to provide greater efficiency in the provision of recreational programs and Park District services to CHA’s residents at reduced rates.

NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual covenants, terms, conditions, privileges and obligations herein set forth hereunder, and intending to be legally bound thereby, CPD and the CHA mutually agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by reference as if fully set forth herein.

2. **Provision of Services.**

A. The CPD shall make year-round recreational Park District programs and services directly available to CHA youth at reduced rates and/or waived fees, with a targeted emphasis on the following parks:

- i. Abbott Park;
- ii. Altgeld Park
- iii. Anderson Park;
- iv. Carver Park;
- v. Ellis Park;
- vi. Fosco Park;
- vii. Fuller Park;
- viii. Hamlin Park;
- ix. Mandrake Park;
- x. Park at NTA;
- xi. Seward Park;
- xii. Stanton Park;
- xiii. Taylor Park;
- xiv. Trumbull Park;
- xv. Washington Park;
- xvi. Wentworth Park; and
- xvii. Williams Park.

B. The programs and services (collectively the “Programs”) shall include, but not be limited to:

- i. Fall, winter and spring after-school programs (“Park Kids”);
- ii. Summer day camp (“Summer Camp”);
- iii. Summer extended camp;
- iv. Fall, winter and spring vacation camps (“Vacation Camp”);
- v. Counselor in Training program (“CIT Program”); and
- vi. Additional programs and services (e.g. Junior Bears, Boxing, Windy City Hoops, etc.).

C. The CPD shall work with the CHA to develop an automated system of tracking resident participation to improve the efficiency of tracking and invoicing for CHA participants engaged in CPD programs, with the mutual goal of implementation within a year of the execution of this agreement.

D. Programs offered in CHA-owned or –operated facilities shall be subject to and governed by CHA License Agreement(s). This Intergovernmental Agreement shall not affect, limit or modify the terms of any License Agreements between CHA and CPD related to Mandrake Park and Ellis Park (or any equivalent license agreements that may arise hereafter), which are attached hereto and incorporated by reference herein as Exhibits B & C, respectively. CPD shall provide programming and request reimbursement in a manner that is consistent with such License Agreement(s).

3. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall expire on December 31, 2017.
4. **Compensation.** During the term of the Agreement, the CHA shall pay CPD an amount not-to-exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) (hereinafter the "NTE Amount") for provision of the Programs. The breakdown of the programs including CHA's costs, CPD's contribution toward program costs and CHA resident participant costs are as set forth in Exhibit A, which is attached hereto and incorporated by reference herein.

The CHA will pay for CHA resident participation in the Programs under this Agreement according to the program costs attributable to CHA as set forth in the Exhibit A up to the NTE Amount. The CPD will monitor its performance and billings so as not to exceed the NTE Amount. The Parties agree that any compensation above the NTE Amount will require an amendment to this IGA.

5. **Non-Appropriation.** Funding for this Agreement is subject to: 1) availability of Federal funds from HUD; and 2) the approval of funding by CHA's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall promptly notify CPD of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPD under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.
6. **Insurance.**
 - A. CPD is a self-insured entity and agrees to maintain sufficient insurance or sufficient retention funds to cover any claims arising directly or indirectly out of the Services contemplated herein during the term of the Agreement.
 - B. CHA maintains insurance to cover any claims that might arise out of the use of CHA property and agrees to keep such insurance in effect and maintain sufficient retention funds for the Services contemplated herein during the term of the Agreement
7. **Indemnification and Hold Harmless Obligations.** The CPD agrees, except to the extent liability of a municipal corporation, as such, is precluded by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 101 et seq. or the Common Law of the State of Illinois, to defend, indemnify and hold the CHA, its officers, agents, employees and management companies harmless from and against any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including all costs of defense and reasonable attorneys' fees, arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively the "CHA Claims") arising from the CPD's provision of the Services or the acts or omissions of the CPD, its officers, officials, agents and employees

that are the proximate cause of any injury or damage to person or property, except to the extent caused by the negligence, acts or omissions of the CHA, its agents or employees. Upon notice from the CHA of any claim, the CPD shall timely appear and defend all suits and claims and shall pay all costs and expenses incidental thereto, but the CHA shall have the right at its option and at its own expense, to participate in the defense of any suit without relieving the CPD of any of its obligations hereunder.

The provisions of this Section 7 shall survive the termination or expiration of this Agreement.

8. **Record-keeping Requirements.** CPD shall maintain all books, records, and documents necessary to its performance of this Agreement and shall adopt a system of accounting in accordance with generally accepted accounting principles and practice to properly reflect all cost of whatever nature claimed to have been incurred or anticipated to be incurred in connection with CPD's performance under this Agreement. In addition, the CPD shall keep such books, records and documents in a safe place and make them available for examination by the CHA or a third party designated by the CHA, upon reasonable notice to CPD of such an examination for a period of three (3) years after the expiration of the Agreement.
9. **Reporting Requirements.** During the term of the Agreement, CPD shall advise CHA in writing on its progress in providing recreational programs and services to CHA residents pursuant to this Agreement. For Enhanced Programs, reports shall be submitted via email to CHA's Resident Services' Director of Youth Opportunities and Senior Director of Resident Services Operations and Reporting within 30 days after the end of each program session. These reports shall include a description of services and programs (e.g., Junior Bears, Windy City Hoops, Summer Teen Sports Leagues). For year-round voucher programs, CPD shall provide weekly reports on utilization of vouchers including, but not limited to, the following:
 - A. Name, address and CHA client ID of all residents enrolled/attended;
 - B. Location of event/services (e.g., region, park district); and
 - C. Type of activity that the resident was enrolled in or attended (e.g., recreational, sports)

In addition, CPD staff shall attend meetings with CHA to review the reports provided and attend monthly roundtable meetings to increase engagement of CHA youth in CPD programs. CPD shall also submit an annual report of leveraged and in-kind resources to document the value of services provided to CHA residents beyond the items reimbursed through the IGA. The utilization reports submitted by CPD will also be used to calculate leverage, as CPD funds 50% of the cost of each voucher utilized. CPD shall be reimbursed for costs as set forth in the Budget in Exhibit A. CPD shall submit invoices to CHA for year-round voucher programs to CHA for approval within 30 business days after the end of each program session or activity during the term of this Agreement, and shall submit invoices for Enhanced Programs no later than February 20, 2018.

10. **CHA Use of Park District Facilities.** The Park District may authorize CHA to use Park facilities, at mutually agreed upon dates/time, at no cost to CHA for the purpose of resident events/meetings. The use of said facilities shall be at the sole discretion of the Park District. The use of said facilities is for direct use by the CHA and is not transferrable to other parties.

11. **Termination.** Either party may terminate this Agreement upon providing thirty (30) days written notice to the other party in accordance with the provisions of paragraph no. 24 below.

In the event of such early termination, the CHA shall, within 30 days of such termination, pay the CPD at the agreed-upon rate for all Services rendered and invoiced by the CPD under this Agreement through the date of termination.

12. **Default.** The following shall constitute an event of default (“Event of Default”) hereunder:
- A. the violation or breach by CHA of any law, statute, rule or regulation of a governmental or administrative entity relating to its performance under this Agreement, or the violation or breach by CPD of any law, statute, rule or regulation of a governmental or administrative entity relating to its performance under this Agreement;
 - B. the transfer or assignment by CHA of its rights and obligations hereunder without the prior written consent of the CPD, or the transfer or assignment by CPD of its rights and obligations hereunder without the prior written consent of CHA;
 - C. any misrepresentation by CHA of any material fact, or any misrepresentation by CPD of any material fact;
 - D. the appointment of a receiver for CHA with respect to all or a portion of their respective assets, or the appointment of a receiver of the CPD with respect to all or a portion of their respective assets;
 - E. a material breach by CPD of any other provision of this Agreement including, but not limited to, a failure to perform services according to the time requirements and conditions set forth herein, a failure to meet any deadline for the submission of reports, proposals and other documents required by any provision of this Agreement and the continuance of this failure for sixty (60) days after notice by the CHA to CPD, as applicable;
 - F. a material breach by CHA of any other provision of this Agreement, including but not limited to failure to pay the CPD monies due hereunder; or
 - G. there is a cessation or deterioration of services for a period that, in the reasonable judgment of the CHA, materially and adversely affects the operation of the public services required to be performed by CPD and such cessation or deterioration of services is not cured within fifteen (15) days after the CHA gives notice to CPD.

This Agreement may be terminated by the non-defaulting party, if an Event of Default occurs. If no cure period is stated for any of the items listed under this Section, the cure period shall be thirty (30) days after the defaulting party receives notice from the non-defaulting party. Notwithstanding the provisions of the Bankruptcy Code, if CHA should hereafter file for protection under the bankruptcy laws, CPD as debtor or any successor or trustee in bankruptcy, shall have thirty (30) days to exercise any right granted by the Bankruptcy Code to assume to reject this Agreement, such thirty (30) day period being deemed by the parties hereto to be a reasonable period to exercise such right. If CPD as debtor, or any successor or the bankruptcy trustee, fails to timely exercise any right under the Bankruptcy Code to assume this Agreement, this Agreement shall be deemed to be rejected by CPD as debtor or any such successor or bankruptcy trustee.

13. **Independent Contractor.** The CPD shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.
14. **Amendment.** This Agreement may not be altered, amended, changed or modified in any respect without the written consent of both the CPD and the CHA.
15. **Assignment.** Neither party may assign its right or obligations under this Agreement without the prior written consent of the other party, which consent shall be in the other party's sole discretion. This Agreement shall inure to the benefit of and be binding upon the CPD, the CHA and the respective successors and permitted assigns.
16. **No Third Party Beneficiary.** This Agreement is for sole and exclusive benefit of the CHA and the CPD and their respective successors and permitted assigns. No other person or entity is an intended third party beneficiary of this Agreement or shall have the right to enforce any of the provisions of this Agreement. Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the CPD and the CHA.
17. **Headings.** The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.
18. **Non-Liability of Public Officials.** No official, employee or elected or appointed representative of the CHA or the CPD may be held personally liable for any breach of any provision of this Agreement or any damage, loss or injury arising out of the performance of this Agreement.
19. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy.
20. **Compliance with All Laws**
 - A. The parties shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time.
 - B. Both CHA and CPD shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.
21. **Governing Law/Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois, excluding, however, those relating to choice or conflict of laws. The parties agree that the courts located in Cook County, Illinois shall be the exclusive venue for any action arising out of or brought pursuant to this Agreement.
22. **Authority.** The persons signing this Agreement certify that they have power and authority to enter and execute this Agreement.

23. **Waiver.** Whenever under this Agreement the CHA, by a proper authority, expressly waives the CPD's performance in any respect or expressly waives a requirement or condition to either the CHA's or the CPD's performance, the waiver so granted, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance, requirement or condition.

24. **Notices.** All notices and communications concerning this Agreement shall be sent to:

If to the CPD: Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attn: General Counsel


If to the CHA:	Chicago Housing Authority	Chicago Housing Authority
	60 E. Van Buren St., 12 th Floor	60 E. Van Buren St., 10 th Floor
	Chicago, Illinois 60605	Chicago, Illinois 60605
	Attn: Chief Legal Officer	Attn.: Resident Services

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if delivered by personal service. Upon delivery, (b) if sent by overnight courier, effective one business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three business days after the date of mailing. A party's address for notices may be changed by giving written notice in the manner specified in this Section.

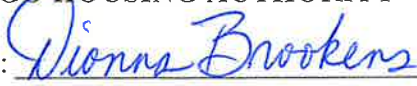
25. **Authority.** Execution of this Agreement by the CHA and CPD is authorized by resolutions adopted by the respective Board of Commissioners of each party. The parties represent and warrant to each other that they have the authority to enter into this Agreement and to perform their obligations hereunder.

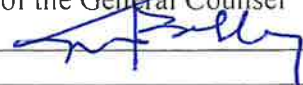
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first set forth above.

CHICAGO PARK DISTRICT

By: 
Title: CS & CEO

CHICAGO HOUSING AUTHORITY

By: 
Dionna Brookens
Chief Procurement Officer

Approved as to Legality and Form
Chicago Housing Authority
Office of the General Counsel
By: 

**EXHIBIT A
CPD RECREATIONAL PROGRAM BUDGET SUMMARY**

Year Round Voucher Program						
Program	Resident/Tenant Cost	CHA Cost Per Participant	CPD Cost Per Participant	Total Program Cost	Target Enrollment	Amount (FY17)
Vouchers - Winter Park Kids	\$ 15.00	\$ 104.00	\$ 104.00	\$ 223.00	250	\$ 26,000.00
Vouchers - Winter Vacation Camp	\$ 5.00	\$ 73.00	\$ 73.00	\$ 151.00	100	\$ 7,300.00
Vouchers - Spring Park Kids	\$ 15.00	\$ 104.00	\$ 104.00	\$ 223.00	250	\$ 26,000.00
Vouchers - Spring Vacation Camp	\$ 5.00	\$ 48.00	\$ 48.00	\$ 101.00	125	\$ 6,000.00
Vouchers - Summer Camp	\$ 15.00	\$ 152.00	\$ 152.00	\$ 319.00	1,850	\$ 281,200.00
Vouchers - Summer Extended Camp	\$ 5.00	\$ 48.00	\$ 48.00	\$ 101.00	500	\$ 24,000.00
Vouchers - Fall Park Kids	\$ 15.00	\$ 104.00	\$ 104.00	\$ 223.00	325	\$ 33,800.00
Voucher Program Subtotal					3,400	\$ 404,300.00
Enhanced Programs Near CHA Developments						
Windy City Hoops and Summer Teen Sports	Wages and program expenses for Windy City Hoops at Carver Park. Wages and program expenses for Summer Teen Sports Leagues at Anderson Park, Williams Park, Fosco Park and Carver Park					\$ 64,200.00
Health and Wellness	Wages for 2 Seasonal Activities Instructors to target Health and Wellness programming at Carver, Fosco, and Washington Park					\$ 17,500.00
Counselor in Training	Wages and program expenses for 40 CHA youth to work at their local park districts for 6 weeks during the summer					\$ 43,000.00
Junior Bears	Wages for 5 Junior Bears Activity Instructors to work at Parks near CHA					\$ 21,000.00
Enhanced Programming Subtotal						\$ 145,700.00
TOTAL Budget						\$ 550,000.00

Exhibit A

EXHIBIT A

EXHIBIT B
MANDRAKE PARK AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made as of the 1st day of January, 2017 by and between the **CHICAGO HOUSING AUTHORITY ("CHA")**, a municipal corporation of the State of Illinois and the **CHICAGO PARK DISTRICT ("CPD")**, a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

RECITALS

WHEREAS CHA is the owner of the building and the real estate located at 3858 S. Cottage Grove Avenue, Chicago, Illinois which includes a gymnasium and office space (the "Property"); and

WHEREAS, CPD is a body politic and corporate unit of local government and park district of the State of Illinois organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et. seq. with authority to exercise control over and supervise the operation of all parks within the City of Chicago; and

WHEREAS, CPD desires to use certain areas of the Property, as more fully depicted and set forth on Exhibit A (the "Premises"), for the Permitted Activities listed on Exhibit B ("Permitted Activities"); and

WHEREAS, CHA has agreed to permit CPD, its employees, agents, and/or contractors to enter the Premises for the sole purpose of using the Premises for the above described Permitted Activities; and

WHEREAS, it is the desire of the CPD and CHA to enter into an agreement for a temporary license to permit CPD, its employees, agents and contractors access to the Premises to perform the Permitted Activities.

NOW THEREFORE, in consideration of the parties' mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License for Permitted Activities:** CHA hereby grants to CPD, its employees, agents and contractors a non-exclusive, revocable, temporary license to enter upon the Premises to perform the Permitted Activities. The Recitals set forth above constitute an integral part of this License and are hereby incorporated by this reference with the same force and effect as if set forth herein as agreements of the parties. The License granted hereunder shall be for seven (7) day a week and twenty-four (24) hours a day commencing on January 1, 2017 and terminating upon the earlier of (a) December 31, 2017, together with any Renewal Term resulting from CPD's exercise of any option provided for in Section 11 or (b) upon notice from the CHA. CHA shall be given notice of any Permitted Activities that last beyond midnight on any day. CHA shall have the right to terminate this license at any time. None of the activities set forth on Exhibit C hereto shall be permitted on the Premises.

2. **License Fee:** There is no charge for this License, however, CPD is prohibited from charging a fee to any participant of its Permitted Activities.
3. **CPD's Obligation to Obtain Consent and Release Forms:** CPD agrees that it will not permit any person to participate in the Permitted Activities unless such person has signed the release and waiver form attached hereto as Exhibit D, and that CPD will obtain such executed and waiver form from each person prior to entry on the Premises. CPD shall provide all such signed forms to the CHA. Such form must be signed by each adult participant, and by the parent or legal guardian of each minor participating in the activities.
4. **Permits, Licenses, Utilities and Authorization.** CPD shall secure at no cost to the CHA all necessary permits, licenses and authorizations necessary in order to undertake the Permitted Activities, and shall display them in accordance with applicable law. CPD agrees that any utilities, internet and telephone connections required for the Permitted Activities shall be obtained by CPD at its sole cost and expense and in compliance with all applicable laws.
5. **Compliance with Regulations.** All Permitted Activities will be performed in accordance with all applicable local, state and Federal laws, including, but not limited to, all environmental laws, and in accordance with industry standards. CPD will designate adequate personnel and security to supervise the Permitted Activities and maintain safe activities, with due regard to the safety and privacy of any residents living near the Premises. Use of sound amplification equipment shall comply with any and all safety and noise related laws and ordinances and shall be established at levels with due regard to residents adjoining the Premises.
6. **Disclaimer.** CPD is not a contractor, employee, agent, or partner of the CHA, and shall not misrepresent any affiliation with the CHA. The CHA is not sponsoring the Permitted Activities but has agreed only to permit the temporary use of the Premises as herein provided. CHA is not providing any equipment, supplies personnel or transportation for the Permitted Activities.
7. **Indemnification.** CPD hereby agrees to protect, defend, indemnify, keep, save and hold the CHA, its commissioners, officers, property managers, agents and employees (collectively, the "Protected Persons") harmless from and against all suits, claims, grievances, damages, costs, expenses, causes of action, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") arising from the Permitted Activities, the use of the Premises, or its obligations or responsibilities under this License and/or the negligence, acts or omissions of CPD or its officers, members, agents, employees and contractors and invitees, and hereby releases the Protected Persons from any and all liability therefore, except to the extent caused by the grossly negligent acts or omissions of the CHA and/or its agents or employees. Upon notice from the CHA of any claim, CPD shall timely appear and defend all suits and Claims and shall pay all costs and expenses incidental thereto, but the CHA shall have the right at its option and at its own expense, to participate in the defense of any suit and to select its own attorneys, without relieving CPD of any of its obligations hereunder. This section shall survive the expiration or termination of this License and the expiration of any obligation owing to any party under this License.

8. **Insurance.** CPD agrees that it shall be required to carry during the duration of this License, at its own cost and expense, Commercial General Liability Insurance or the equivalent of self-insurance with a limit of not less than a combined bodily injury and property damage single limit of One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) aggregate. CHA is to be named as an additional insured on such policies and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA. Prior to entering the Premises or commencing the Permitted Activities, CHA shall be provided with insurance certificates or confirmation of self-insurance, indicating insurance coverage as specified above, and in addition, copies of any necessary licenses or permits.

9. **Inspection.** CPD agrees to inspect the Premises and the immediate surrounding area prior to the start of the Permitted Activities on the Premises to avoid damage to surrounding structures and/or utility lines or any other subsurface lines or cables. CPD acknowledges that it has been advised of the condition of the Premises and agrees to accept the Premises in its "As Is" condition. CHA shall have the right to enter and to inspect the Premises throughout the term of this License.

10. **Maintenance, Repair and Non-Interference.** During the term of this License, CPD shall, at its own expense, have sole responsibility for maintaining and keeping the interior of the Premises in good repair, free of refuse and rubbish. CPD further agrees to make repairs necessary caused by the act, omission or neglect of any employees, officers, agents, invitees, or program participants of CPD. The cleaning and maintenance of the interior of the Premises including, but is not limited to, lighting, window panes, floor coverings, lockers, doors, cabinets, and chipped or cracked plaster walls. CPD shall also clean, maintain and repair the exterior of the Premises including snow removal, landscaping, and janitorial services and shall keep the same in good repair and condition during the License term. CPD shall not be responsible for maintaining, repairing and replacing the roof, all structural elements of the building and Premises, all building systems, including, without limitation, plumbing and electrical, or capital repairs and replacements to the Premises, refuse collection or security with the exception of special events. CHA shall provide security as follows: 1) Monday through Friday, commencing at 7:00am and ending at 9:00pm; and 2) Saturday commencing at 8:00am and ending at 5:00pm. If programs exceed the time periods provided in this section, CPD shall notify CHA in advance that additional security is needed. It is within CHA's sole discretion to provide additional security or to require CPD to end the program at the time stated above. CHA will not provide security on Holidays or Sundays unless requested in writing by CPD and approved in writing by CHA. Any request for additional security must be requested no less than forty-eight hours prior to the date needed. CHA reserves the right to cancel security during the designated time periods if no programs are being conducted. CPD shall not interfere with the CHA's maintenance, use or operation of the Premises, including but not limited to, the sewers, water supply, street access and lighting, or any other systems serving the Premises and/or its occupants.

The rights granted herein shall be construed as a temporary license to enter upon the Premises and conduct the Permitted Activities described herein and not as a grant of an easement, permanent possession, or any other interest in the Premises. The right to use the Premises and the right of ingress and egress of the Premises is expressly reserved by the CHA, its agents, contractors, successors, grantees, invitees, and assigns.

11. **Option to Renew.** Provided that CPD is not then in default under this License, CPD shall have four consecutive options to renew this License for a one-year term ("Renewal Term"), on the same terms and conditions herein contained. The Option may be exercised by CPD not later than thirty (30) days prior to the end of the term or Renewal Term, as the case may be, by delivering to CHA notice in writing thereof. Within fifteen (15) days after receipt of the notice CHA shall notify CPD by written notice of its acceptance of CPD's notice to exercise the Option to Renew this License or of its rejection due to: (i) CPD's default under the License; or (ii) disapproval by CHA or the Department of Housing and Urban Development.

Failure by Sinai to deliver written notice to CHA of its exercise of the Option to Renew not later than ninety (90) days prior to the end of the Term or Renewal Term shall void the Option to Renew, rendering it no longer in effect and the Lease shall not be renewed.

12. **Completion.** Upon expiration of this License, CPD shall restore the Premises to a clean condition satisfactory to the CHA, and shall promptly remove at CPD's sole cost and expense all equipment and materials from the Premises in a manner consistent with all applicable laws. If CPD fails to remove all such equipment or materials, and to restore the Premises as required by this License, then the CHA may remove said equipment and materials and restore the Premises to a condition to be determined by CHA. CPD shall pay the cost of such removal and restoration.

This section shall survive the expiration or termination of this License and the expiration of any obligation owing to any party under this License.

13. **Encumbrances.** CPD shall keep the Premises free from any liens and/or any encumbrances arising out of the Permitted Activities. In the event any lien or encumbrance is recorded against the Premises, it shall be the sole financial responsibility of CPD to have the same discharged and released.

14. **Non-Transferable:** CPD shall not transfer any of its rights hereunder without the prior written consent of CHA. Any such assignment made without the prior written consent of CHA shall be null and void and of no force and effect and shall entitle CHA to terminate this License.

15. **Event of Default:** A breach any provision in this License shall constitute an event of default. If CPD fails to cure any such breach within 30 days after receipt of written notice thereof, in addition to terminating this License or any other right or remedy available at law or in equity, CHA shall have the right but not the obligation, to cure any such breach and CPD agrees to reimburse CHA for the cost thereof upon demand.

16. **Representations and Warranties:** CHA hereby makes and has made no statements or warranties to CPD in connection with this License or the Premises other than as described herein. This License embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

17. **Notices and Communications:** All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served when delivered in person to

the party to whom it is addressed or on the third (3rd) day after deposit in the U .S. Mail as registered or certified mail, return receipt requested, postage prepaid, or by overnight delivery by a nationally known delivery service, all delivery charges prepaid, or by a same day messenger service, all messenger charges prepaid, as follows:

CHA: Chicago Housing Authority
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

With copy to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attention: General Counsel

If to CPD: Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attention: General Superintendent

With a copy to: Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attention: General Counsel

18. Counterparts: This License may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

19. Interpretation. This License shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois applicable to contracts made and to be performed therein, without giving effect to the principles of choice of law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first above written.

CHICAGO HOUSING AUTHORITY

By: _____

Eugene E. Jones, Jr.
Chief Executive Officer

CHICAGO PARK DISTRICT,
an Illinois municipal corporation

By: _____

Alonzo Williams
Chief Program Officer

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