

6-R-09

A RESOLUTION

**Authorizing the Interim City Manager to
Sign the 2016 Olympic and Paralympic Games
Governmental Cooperation Agreement**

WHEREAS, the Olympic Games celebrate a way of life based on the joy of effort, the educational value of a good example, and respect for universal fundamental principles, all in the context of athletic competition held in a spirit of friendship, solidarity and fair play;

WHEREAS, the spirit, principles, and ideals underlying the Olympic Games are beneficial to the citizens of the City of Evanston;

WHEREAS, the privilege of working with the City of Chicago to host the Olympic Games would be a great honor for the City of Evanston, and would serve as a catalyst for sport, cultural and educational development and opportunity for generations to come;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the Interim City Manager is hereby authorized and directed to sign, and the City Clerk authorized and directed to attest, the *2016 Olympic and Paralympic Games Governmental Cooperation Agreement* between the City of Evanston and the City of Chicago marked as Exhibit A, attached hereto, and made a part hereof.

SECTION 2: That the Interim City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution 6-R-09 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

Attest:


Mayre Press, Deputy City Clerk

Adopted: February 9, 2009

EXHIBIT A

**2016 Olympic and Paralympic Games
Governmental Cooperation Agreement**

2016 OLYMPIC AND PARALYMPIC GAMES GOVERNMENTAL COOPERATION AGREEMENT

This 2016 Olympic and Paralympic Games Governmental Cooperation Agreement (this "Agreement") dated February 6, 2009 is entered into by and among the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, Chicago 2016, an Illinois not-for-profit corporation ("Chicago 2016"), and the following units of local government and other public authorities (each a "Governmental Party" and collectively, the "Governmental Parties"):

The Metropolitan Pier and Exposition Authority;
The Chicago Park District;
The Board of Education of the City of Chicago;
The Board of Trustees of the University of Illinois;
The County of Cook;
The County of Lake;
The Village of Old Mill Creek; and
The City of Evanston

Capitalized terms not otherwise defined herein shall have the meaning given in Section 2, below.

SECTION 1: RECITALS

- A. For over a century, the Olympic Games have been the world's greatest festival, a unique blending of sport, culture and education;
- B. The Olympic Games celebrate a way of life based on the joy of effort, the educational value of a good example, the respect for universal fundamental principles, all in the context of athletic competition held in a spirit of friendship, solidarity and fair play;
- C. The spirit, principles and ideals underlying the Olympic Games are beneficial to the citizens of the City and the Governmental Parties;
- D. The privilege of hosting the Olympic Games would be a great honor for the City and the Governmental Parties and would serve as a catalyst for sport, cultural and educational development and opportunity for generations to come;
- E. The City has been accepted by the International Olympic Committee (as further defined in Section 2, the "IOC"), as a Candidate City for the 2016 Olympic and Paralympic Games (the "2016 Games");
- F. Chicago 2016 has been incorporated and appointed by the City to act as the organizing committee for the City's bid to host the 2016 Games;
- G. On or before February 12, 2009, the City and Chicago 2016 will submit a Candidature File and related materials to the IOC in response to the IOC Questionnaire;

- H. On October 2, 2009, the IOC will select the Host City for the 2016 Games;
- I. As part of the Candidature File, the City and all public authorities involved in the planning and hosting of the 2016 Games must demonstrate their ability to successfully stage the 2016 Games by, among other things, describing the procedures they will put in place to ensure coordination during the period before and after the IOC's selection of the Host City;
- J. As part of the Candidature File, the City and all public authorities involved in the planning and hosting of the 2016 Games must further provide certain guarantees, covenants and commitments to the IOC (collectively, the "Guarantees");
- K. The City has made certain Guarantees to the IOC in the City's 2016 Olympic and Paralympic Games Commitments Agreement;
- L. The parties hereto desire to execute and deliver this Agreement to the IOC as part of the Candidature File, to demonstrate their ability to successfully stage the 2016 Games, to provide certain of the Guarantees required by the IOC and to specifically designate the IOC, the USOC and CHICOG as third party beneficiaries of this Agreement;
- M. The City and the Governmental Parties may enter into intergovernmental cooperation agreements such as this Agreement pursuant to authority provided by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*;
- N. Each of the Governmental Parties is a unit of local government or other public authority under the laws of the State of Illinois, and exists and is authorized to act pursuant to the powers and authorities derived under such laws, a schedule of which is set forth as Schedule A attached hereto and made a part hereof; and
- O. The City and the Governmental Parties have authority to execute and deliver this Agreement and to perform their respective obligations hereunder and such execution, delivery and performance have been duly authorized by each Party, as more particularly set forth in Paragraph 4.01 below.

NOW THEREFORE, in consideration of the above Recitals which are hereby incorporated into this Agreement by reference and made a part hereof, and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 2: DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals or elsewhere in this Agreement, the following terms shall have the meanings set forth below:

"2016 Games" shall have the meaning set forth in Recital E hereof.

"2016 Games Liaison" shall mean such person designated by a Governmental Party to be the primary contact of such Governmental Party to the other Parties, CHICOG and the City for purposes of coordination and notification under this Agreement.

"Agreement" shall have the meaning set forth in the Preamble.

"Candidature File" shall mean the compilation of the City's and Chicago 2016's responses to the IOC Questionnaire to be filed with the IOC on or before February 12, 2009.

"Chicago 2016" shall mean Chicago 2016, a not-for-profit corporation organized pursuant to the laws of the State of Illinois, and acting as the 2016 Games bid committee in cooperation with the City.

"CHICOG" shall mean the Chicago Organizing Committee for the 2016 Olympic and Paralympic Games, a not-for-profit corporation, exempt from taxation within the meaning of Section 501(c)(3) of the Internal Revenue Code, to be established by the City, Chicago 2016 and the USOC for the purpose of planning, organizing and staging the 2016 Games, or a similarly named entity with the same purpose.

"City" shall have the meaning set forth in the Preamble.

"Competition Venues" shall mean, collectively, the venues or facilities to be used for competition and related activities (including, without limitation, for training activities) for the 2016 Games as determined by the IOC, the USOC, CHICOG and/or the City.

"Executive Director" means the Executive Director of COPSC.

"Guarantees" shall have the meaning set forth in Recital J hereof.

"Governmental Party" and "Governmental Parties" shall each have the meaning set forth in the Preamble.

"Host City" shall mean the city selected by the IOC to host the 2016 Games.

"Host City Contract" shall mean the contract to be entered into by and among the IOC, the USOC, the City and, once formed, CHICOG, governing the planning, development and operation of the 2016 Games.

"IOC" shall mean the International Olympic Committee, an international, non-governmental not-for-profit organization of unlimited duration, organized in the form of an association with the status of a legal person, recognized by the Swiss Federal Council in accordance with an agreement entered into on November 1, 2000.

"IOC Questionnaire" shall mean the 2016 Candidature Procedure and Questionnaire promulgated by the IOC setting forth the requirements for Guarantees and provided to the City and Chicago 2016 in conjunction with the IOC's bid and selection process for the Host City of the 2016 Games.

“Mayor” shall mean the Mayor of the City.

“Non-Competition Venues” shall mean, collectively, the venues or facilities to be used for non-competition activities (including, without limitation, live sites, hospitality sites and administrative and operational offices) for the 2016 Games as determined by CHICOG and/or the City and subject to the reasonable approval of the applicable Governmental Party.

“Olympic Charter” shall mean the codification of Fundamental Principles of Olympism, Rules and By-Laws adopted by the IOC, as the same may be amended and supplemented from time to time.

“Olympic Ancillary Properties” shall mean all public right of ways or other public areas that are owned by the City or the respective Governmental Party or over which they have jurisdiction or control by virtue of their being public bodies, including but not limited to public streets, highways, sidewalks, alleys, parking lots, waterways, parks and bridges, that are necessary or appropriate to the staging of the 2016 Games, as determined by CHICOG and/or the City and subject to the reasonable approval of the applicable Governmental Party.

“Olympic Properties” shall mean collectively, (1) the properties on which the Venues will be located and are owned by the City or the Governmental Parties or over which they may exercise jurisdiction or control, and (2) the Olympic Ancillary Properties.

“Party” shall mean the City, Chicago 2016, a Governmental Party or any other party added to this Agreement pursuant to Paragraph 5.03, as applicable, and “Parties” shall mean all of them collectively.

“Public Venue Use Agreements” shall mean (1) those certain agreements whereby certain public bodies and units of local government have committed to make their respective Venues and, if applicable, Olympic Ancillary Properties, available for use during the 2016 Games on the terms and conditions described therein among the City, Chicago 2016 and: (a) the Chicago Park District; (b) the Metropolitan Pier and Exposition Authority; (c) the Board of Education of the City of Chicago; (d) the Board of Trustees of the University of Illinois; and (2) such other similar agreements among the City, Chicago 2016 and other governmental bodies as may be necessary or appropriate.

“State” shall mean the State of Illinois.

“USOC” shall mean the United States Olympic Committee, an organization incorporated by an Act of Congress on September 21, 1950, as amended August 10, 1964, November 8, 1978, July 8, 1980 and October 21, 1998 (36 USC Section 220501 et seq.), exempt from taxation within the meaning of Section 501(c)(3) of the Internal Revenue Code.

“Venues” shall mean, collectively, the Competition Venues and the Non-Competition Venues.

SECTION 3: GUARANTEES

In order to: (1) establish the roles, responsibilities and financial contributions of the public authorities in the planning, organizing and staging of the 2016 Games, (2) establish coordination of the public authorities involved in hosting the 2016 Games, (3) demonstrate to the IOC that the City and the Governmental Parties are prepared to successfully host the 2016 Games, and (4) provide certain of the Guarantees requested by the IOC in the IOC Questionnaire, as a material inducement to the IOC the Parties covenant and agree for the benefit of the IOC as follows:

1. **With respect to Theme 3, Question 3.3 of the IOC Questionnaire:**

- (a) The City and the Governmental Parties guarantee that the City, working in partnership with CHICOG, shall be the primary and lead governmental authority for the planning, organization and hosting of the 2016 Games;
- (b) The City and the Governmental Parties further guarantee that the City shall be the primary and lead governmental authority for the planning, organization and delivery of public services specific to the 2016 Games;
- (c) Each Governmental Party guarantees that it shall designate, subject to and in accordance with each such Governmental Party's statutory and corporate authority, a 2016 Games Liaison to be the primary point of contact for such Governmental Party to the City, Chicago 2016 and CHICOG under this Agreement and to assist with the coordination contemplated hereunder; and
- (d) Prior to the IOC's selection of the Host City, the coordination contemplated hereunder shall be facilitated by a Governmental Cooperation Advisory Council (the "Governmental Cooperation Advisory Council"), which council shall be comprised of the 2016 Games Liaisons and such other individuals as may be identified by the Board of Directors of Chicago 2016. The Governmental Cooperation Advisory Council shall act as an advisory committee to the Board of Directors of Chicago 2016.

2. **With respect to Theme 4, Question 4.1 of the IOC Questionnaire:**

Subject to and in accordance with each Governmental Party's statutory and corporate authority, each Governmental Party:

- (a) Guarantees the respect of the Olympic Charter and the Host City Contract;
- (b) Understands and agrees that all representations, warranties and covenants contained in this Agreement, as well as other commitments made, either in writing or orally, by that Governmental Party to the IOC shall be binding on the Governmental Party; and
- (c) Guarantees that it will take all the necessary measures in order that it fulfill its obligations completely under this Agreement and any other commitments made by it to the IOC.

3. **With respect to Theme 4, Question 4.2 of the IOC Questionnaire:**

Each Governmental Party declares and confirms, to the maximum extent of its authority, that no other important national or international meeting or event will take place within the vicinity of the Venues in its jurisdiction during the 2016 Games or for the one week immediately before and after the 2016 Games.

4. **With respect to Theme 6, Question 6.7 of the IOC Questionnaire:**

Each Governmental Party guarantees, to the maximum extent of its authority, that all construction work necessary for the organization of the 2016 Games within its respective jurisdictional boundaries, to the extent permitted or authorized by the Governmental Party, will comply with:

- (a) Local, regional and national environmental regulations and acts; and
- (b) International agreements and protocols to which the United States is a party regarding planning, construction and protection of the environment.

5. **With respect to Theme 7, Question 7.2 of the IOC Questionnaire:**

(a) Each Governmental Party guarantees that it shall provide or cause to be provided all security, medical and other government-related services that it customarily provides and that are necessary for the successful planning, organization and staging of the portions of 2016 Games that are within its jurisdiction, at no cost to CHICOG.

(b) Each Governmental Party agrees to take such actions as may be required by law, and to be effective beginning not later than January 1, 2010 and through the end of the 2016 Games, to suspend or waive the imposition and collection of fees and charges otherwise imposed and collected by or on behalf of such Governmental Party for permits and licenses issued to CHICOG (other than certification or inspection fees charged by third parties) applicable to the design, development, construction, operation and/or use of the Venues or the Olympic Properties for the 2016 Games.

6. **With respect to Theme 7, Question 7.3 of the IOC Questionnaire:**

Each Governmental Party agrees that in cooperation with the City, Chicago 2016 and CHICOG and local, regional and national business, trade and service organizations, it will promote and encourage, to the extent permitted by law, the charging of ordinary and customary prices for goods and services associated with the 2016 Games within its jurisdictional boundaries (including, but not limited to, hotel rates, restaurants and related services) for anyone attending the 2016 Games, including non-accredited spectators.

7. **With respect to Theme 8, Question 8.3.1 of the IOC Questionnaire:**

(a) Each Governmental Party agrees that, if requested by the City, Chicago 2016 or CHICOG, it shall introduce for passage legislation necessary to: (i) effectively reduce and sanction ambush marketing (e.g. preventing competitors of Olympic Sponsors from

engaging in unfair competition); (ii) eliminate illegal street vending during the period beginning two weeks before the Opening Ceremony to the Closing Ceremony of the 2016 Games; and (iii) control advertising space (e.g. billboards, advertising on public transport, etc.) as well as air space (to ensure no publicity is allowed in such airspace); and that any such legislation will be introduced for passage as soon as possible but no later than January 1, 2014;

(b) In accordance with the Host City Contract, Paragraph 49, each Governmental Party agrees that it shall not engage in any marketing, commercial or signage program in relation to the 2016 Games (or which could be seen to be associated with the 2016 Games) without the prior written consent of the IOC;

(c) Each Governmental Party shall coordinate and cooperate with the City and CHICOG with respect to the "Look of the Games" program in accordance with the requirements of the Host City Contract; and

(d) Each Governmental Party agrees that it will cooperate with CHICOG and the City (including any applicable City commission) in preventing ambush marketing at the 2016 Games within its jurisdiction.

8. With respect to Theme 8, Question 8.3.2 of the IOC Questionnaire:

Each Governmental Party agrees that it will enter into a binding option agreement with Chicago 2016 or CHICOG to provide CHICOG with the rights to any and all existing or hereafter developed outdoor commercial advertising space (e.g. billboards) owned or controlled by such Governmental Party and located within the vicinity of any Olympic Properties, which agreement will provide, among other things, that such advertising space will be available at CHICOG's option for a twelve-week period encompassing the 2016 Games at 2008 best commercial prices adjusted solely for inflation.

9. With respect to Theme 9, Question 9.6 of the IOC Questionnaire:

Except as otherwise provided in a Public Venue Use Agreement signed by the applicable Governmental Party and to the maximum extent of its authority, each Governmental Party shall make available its Non-Competition Venues and Olympic Ancillary Properties at no cost to CHICOG.

10. With respect to Theme 10, Question 10.9.2 of the IOC Questionnaire:

Each Governmental Party guarantees, to the maximum extent of its authority, that the accessibility standards to be applied for the Paralympic Games shall include the Americans with Disabilities Act, the Fair Housing Act, the Illinois Environmental Barriers Act (and its implementing regulations, the Illinois Accessibility Code) and the Illinois Human Rights Act. Each Governmental Party will cooperate with CHICOG to assure that accessibility will be fully integrated into the planning of the Paralympic Games within its jurisdictional boundaries.

11. **With respect to Theme 13, Question 13.16 of the IOC Questionnaire:**

The City and the Governmental Parties guarantee and agree that:

- (a) A commission, known as the Chicago Olympic Public Safety Command, or COPSC, shall engage in comprehensive security and public safety planning to prepare for hosting the 2016 Games;
- (b) The primary objectives and responsibilities of COPSC shall be to foster the intergovernmental cooperation of law enforcement, public safety, security and emergency response agencies in providing for the public safety of the 2016 Games, to ensure and facilitate a unified chain of command and to achieve the most effective and efficient public safety operation possible;
- (c) The policymaking responsibility of COPSC shall be vested in a directorate known as the Executive Strategy Group, or ESG, consisting of the following initial members:
 - (i) the COPSC Chairperson;
 - (ii) the COPSC Executive Director (non-voting member);
 - (iii) the Commissioner of the Chicago Fire Department;
 - (iv) a representative appointed by Chicago 2016 (or its successor, CHICOG);
 - (v) the Executive Director for the Office of Emergency Management and Communications of the City;
 - (vi) the Special Agent-In-Charge of the Chicago Division of the Federal Bureau of Investigation or other representative designated by the Federal Bureau of Investigation;
 - (vii) the Special Agent-In-Charge of the Chicago Division of the United States Secret Service or other representative designated by the United States Secret Service;
 - (viii) the Regional Director for the Federal Emergency Management Agency;
 - (ix) a representative appointed by the Director of Illinois State Police; and
 - (x) the Superintendent of the Chicago Police Department, if the COPSC Chairperson is someone other than the Superintendent of the Chicago Police Department;
- (d) The ESG may appoint additional members to the ESG;
- (e) The Chairperson of COPSC shall be the Superintendent of the Chicago Police Department or such other qualified person as appointed by the Mayor;

- (f) The ESG shall establish a strategic plan for law enforcement and public safety services related to the 2016 Games, including the coordination of personnel and resources of law enforcement and public safety agencies;
- (g) COPSC shall:
 - (i) establish a detailed written plan for law enforcement and public safety services related to the 2016 Games, including the coordination of personnel and resources of law enforcement and public safety agencies;
 - (ii) develop any policies necessary to inform and direct COPSC in the implementation of such plan;
 - (iii) amend such plan to promote the effective, efficient, and cooperative implementation of the plan and the preservation of public safety; and
 - (iv) perform such other functions as directed by the Executive Director or ESG;
- (h) Their respective law enforcement and public safety agencies shall cooperate with the planning and coordination efforts of COPSC, as requested by COPSC;
- (i) COPSC shall, unless it relinquishes such authority in whole or part, and subject to applicable superior federal law or authority, have primary responsibility for security and public safety at each of the Olympic Properties within their control (including an area extending up to 300 yards from the secure perimeter of each Olympic Property, as defined and promulgated by COPSC) during the period of the 2016 Games;
- (j) COPSC shall direct law enforcement and public safety agency activities in providing law enforcement and public safety services during the 2016 Games;
- (k) The Chairperson of COPSC shall appoint qualified individuals to serve as venue commanders at the Venues and the Olympic Properties during the period of the 2016 Games; and
- (l) They will support at the State level, and, if necessary, introduce for passage at the local level, appropriate legislation consistent with the provisions of this Agreement.

12. With respect to Theme 15, Question 15.22 of the IOC Questionnaire:

Each Governmental Party agrees that the Olympic Transport Command (when established) shall be the transport and traffic command and control center for the 2016 Games.

SECTION 4: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

4.01 General. Each Party represents, warrants and covenants, as of the date of this Agreement, and at all times hereafter, that:

(a) Such Party has the authority to execute and deliver this Agreement and, subject to the passage of the additional legislation contemplated by this Agreement as may be applicable to such Party, and subject to the limitations on its abilities and authority as may be imposed by statute, regulation or otherwise under law, to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized;

(b) Such Party's execution, delivery and performance of its obligations under this Agreement do not conflict with any agreement or instrument by which it is bound and the practical effect of which would be to materially and adversely impair its ability to perform its obligations hereunder. Such Party shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder; and

(c) Such Party shall not, without the prior written consent of CHICOG, directly or indirectly transfer or assign its rights under this Agreement.

4.02 Survival of Covenants. Each Party agrees that all warranties, representations, covenants and agreements of such Party contained in this Agreement shall be true, accurate and complete as of the date hereof and shall survive such Party's execution and delivery of this Agreement, but shall terminate in the event the City is not selected as the Host City for the 2016 Games or in the event the designation of the City as the Host City for the 2016 Games is revoked or otherwise withdrawn for any reason whatsoever.

MISCELLANEOUS

5.01 Further Assurances. At the request of the City, Chicago 2016 or CHICOG, the other Parties agree to take such actions, including the execution and delivery of such supplemental documents, undertakings and agreements as may be necessary or appropriate and consistent with the undertakings set forth herein, to complete the Candidature File, and to otherwise evidence and authorize such Parties' ability to perform its obligations hereunder.

5.02 Limitation of Liability. No member, official or employee of a Party shall be personally liable for the performance of any of such Party's obligations under the terms of this Agreement.

5.03 Amendment. The Parties may not amend, modify or cancel this Agreement except by a written instrument duly authorized and executed by all of the Parties; *provided, however*, (i) the City may add or remove parties to this Agreement without the consent of any other Party based on the facility, venue and planning needs of the 2016 Games; and (ii) the City and Chicago 2016 may amend this Agreement and exhibits to correct scrivener's errors and to add or update schedules or exhibits. If a Party is removed from this Agreement, as to such Party this

Agreement shall automatically terminate and all covenants, agreements and other obligations of such Party shall cease, terminate, become void and be completely discharged and satisfied.

5.04 Third Party Beneficiaries. The IOC, the USOC and CHICOG are the only intended third-party beneficiaries of this Agreement and each shall have the right to seek enforcement of any obligation of any Party arising under this Agreement.

5.05 Insurance. CHICOG shall list each Governmental Party as additional insureds on insurance policies purchased by CHICOG that refer or relate to the Venues or Olympic Properties or the activities thereon and are to be in effect after selection of the City as Host City.

5.06 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.07 Time of the Essence. Time is of the essence in this Agreement.

5.08 Validity of Agreement. This Agreement shall be valid and binding as to each Party which has executed and delivered the Agreement as of the date of such Party's execution and attestation. Delay or failure in execution or delivery of this Agreement by a Party shall not invalidate this Agreement as to any other Party.

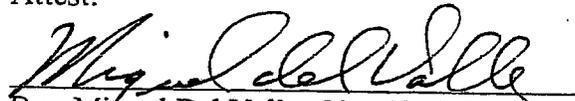
5.09 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the Parties can be maintained.

5.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of any Public Venue Use Agreement executed by any Governmental Party, such Public Venue Use Agreement shall prevail and control as to the relevant Governmental Party. In the event of a conflict between any provisions of this Agreement and the provisions of any governing authority of a Governmental Party (whether constitutional or statutory), such governing authority shall prevail and control as to the relevant Governmental Party.

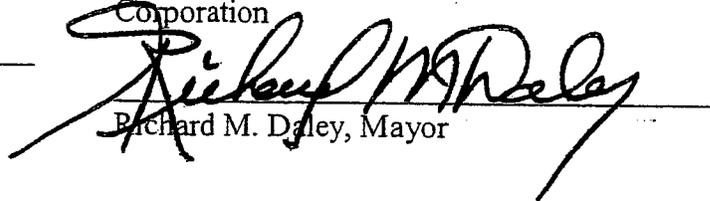
5.11 Approval by IOC. This Agreement and the terms hereof, including any changes required by the IOC, shall be subject to approval by the IOC. The Governmental Parties each agree to cooperate with the City and Chicago 2016 in seeking such approval if the City is awarded the right to host the 2016 Games. In the event this Agreement is not approved by the IOC, this Agreement may be deemed by the City to be null and void *ab initio* and of no force or effect, and none of the Parties shall have any liability of any kind.

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

Attest:


By: Miguel Del Valle, City Clerk

CITY OF CHICAGO, an Illinois Municipal Corporation


Richard M. Daley, Mayor

Date: February 2, 2009

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

Attest:

Lori S. Healey
By: Lori T. Healey
Its: President

Date: February 6, 2009

CHICAGO 2016, an Illinois not-for-profit corporation

Patrick G. Ryan
By: Patrick G. Ryan
Name: Patrick G. Ryan
Its: Chairman & CEO

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

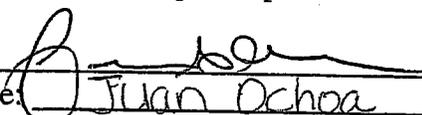
Attest:

By: _____

Its: _____

Date: _____, 2009

THE METROPOLITAN PIER AND EXPOSITION AUTHORITY, a political subdivision, unit of local government, body politic and municipal corporation

By:  _____

Name: Juan Ochoa

Its: CEO

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

Attest: *Lantue Ogle*

THE CHICAGO PARK DISTRICT, a municipal corporation

By: *Katrice Ogle*

By: *Timothy J. Mitchell*

Its: *Secretary For Henry*

Name: Timothy J. Mitchell

Date: February 3, 2009

Its: ^{General} Superintendent and Chief Executive Officer

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

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: Rufus Williams
Rufus Williams
President

Attest: Estela H. Beltran
Estela Beltran
Secretary

Approved as to legal form: Patrick J. Rocks

Patrick J. Rocks
Patrick J. Rocks
General Counsel

Board Report Number 09-0128-OP1-1

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

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: Niranjan S. Shah
Niranjan S. Shah, Chairman
The Board of Trustees

By: Walter K. Knorr
Walter K. Knorr, Comptroller

Date: Feb 3, 2009

Attest: Michele M. Thompson
Michele M. Thompson, Secretary

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

Attest:

David Orr

By: David Orr

Its: County Clerk

Date: January 23, 2009

THE COUNTY OF COOK, a body politic and corporate

By: Todd H. Stroger

Name: Todd H. Stroger

Its: President

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

Attest:

Willard R Helander

By: Willard Helander

Its: County Clerk

Date: February 2, 2009

THE COUNTY OF LAKE, a body politic and corporate

By: [Signature]

Name: Gina Schmitt

Its: Chairman

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

Attest:

Jennifer A. Andrew

By: Jennifer A. Andrew

Its: Deputy Clerk

Date: January 29, 2009

THE VILLAGE OF OLD MILL CREEK, an Illinois municipal corporation

By: [Signature]

Name: Tim Smith

Its: Village President

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

Attest:



By: Rodney Greene

Its: City Clerk

Date: 2/14, 2009

THE CITY OF EVANSTON, an Illinois
municipal corporation

By: 

Name: ROLANDA B. RUSSELL

Its: INTERIM CITY MANAGER

Schedule A:

SCHEDULE OF GOVERNMENTAL PARTIES

1. The Metropolitan Pier and Exposition Authority, a political subdivision, unit of local government, body politic and municipal corporation under 70 ILCS 210/1 et seq.;
2. The Chicago Park District, a municipal corporation and a unit of local government under 70 ILCS 1505/1 et seq.;
3. The Board of Education of the City of Chicago, a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/34-1 et seq.;
4. The Board of Trustees of the University of Illinois, a body politic and corporate of the State of Illinois established pursuant to 110 ILCS 305/1 et seq.;
5. The County of Cook, a body politic and corporate of the State of Illinois and a home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois;
6. The County of Lake, a body politic and corporate of the State of Illinois pursuant to the Illinois County Code, 55 ILCS 5 et seq.;
7. The Village of Old Mill Creek, an Illinois municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and
8. The City of Evanston, an Illinois municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.