

EXHIBIT A

Attached

GRANT AGREEMENT

This Grant Agreement, made and entered into as of _____, 2026 (this "Agreement") by and between the Chicago Public Library, a unit of the City of Chicago (the "Library"), and the Chicago Public Library Foundation, an Illinois not-for-profit corporation (the "Foundation").

RECITALS

WHEREAS, the Library is a unit of the City of Chicago, which is a home rule unit of government by virtue of Article VII, Section 6(a) of the provisions of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Foundation is an Illinois not-for profit corporation organized for the purposes of soliciting contributions and funding for the Library from individuals, foundations and corporations in an effort to create a substantial permanent endowment and to provide additional funding for the Library; and

WHEREAS, the Library has been informed of a bequest (the "Bequest") in the amount of \$500,000 from a trust (the "Trust") under the will of Carl H. Urist; and

WHEREAS, a specification of the Bequest, which was made in honor of Elsie Hammerman Urist, is that it be used for the purchase of books and other educational materials for the Library's Thomas Hughes Children's Library (the "Bequest Purpose"); and

WHEREAS, the Library desires to provide the Foundation, to use for the Bequest Purpose, a grant of funds received under the Bequest, in an amount not to exceed \$500,000 (the "Grant"); and

WHEREAS, the Library desires to request that the trustee of the Trust pay the amount of the Bequest directly to the Foundation, and this payment shall fulfill the Library's obligation to fund the Grant; and

WHEREAS, on _____, 2026, the City Council of the City (the "City Council") passed an ordinance published in the Journal of Proceedings of the City Council for such date at pages _____ through _____ authorizing the Grant and this Agreement; and

WHEREAS, under the terms and conditions of this Agreement, the Library agrees to make the Grant funds available to the Foundation;

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

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

SECTION 2. GRANT

Subject to the provisions in this Agreement, the Library shall make available to the Foundation the Grant funds in the amount of up to \$500,000, by requesting in writing (the "Request"), with a copy to the Foundation, that the Trust transfer the amount of the Bequest directly to the Foundation (the "Transfer"). The Foundation shall promptly notify the Library in writing of the actual amount of the Transfer received. The Grant amount shall be deemed to be the amount of the Transfer, not to exceed \$500,000.

The Library shall be the sole party representing its interests in any proceedings relating to the settlement of the Carl H. Urist estate or Trust accounting, and this Agreement shall not be construed to authorize the Foundation to act on behalf of the Library in such proceedings.

SECTION 3. COVENANTS AND REPRESENTATIONS

3.1 The Foundation shall use the Grant funds solely for the Bequest Purpose, whether through (a) direct expenditures by the Foundation for the Bequest Purpose or (b) gifts from the Foundation to the Library for the Bequest Purpose. The Foundation shall provide the Library with a written report (a "Spending Report") at least once per calendar year, or on another schedule agreeable to the parties, documenting the amount of Grant funds expended or gifted to date for the Bequest Purpose. This information may be included in a report prepared by the Foundation for other purposes if such report separately identifies the amount of Grant funds expended or gifted to date for the Bequest Purpose.

3.2 The Foundation represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

SECTION 4. TERM; EXTENSIONS

4.1 This Agreement shall terminate on December 31, 2026 (the "Initial Term"); provided, however, that this Agreement shall be automatically extended until the Foundation has provided a Spending Report showing that all the Grant funds have been expended or gifted for the Bequest Purpose. If the Transfer does not occur by November 30, 2026, then (a) if the Library and the Foundation agree, the Agreement may be extended by additional one-year periods until the Transfer occurs, or (b) if the Library and the Foundation do not agree to extend the Agreement, it shall expire at the end of the Initial Term.

4.2 Notwithstanding anything to the contrary, the Grant funds being provided under this Agreement are subject to (a) the appropriation and availability of City funds and (b) the Transfer occurring. The Library's sole obligation regarding the funding of the Grant shall be to make the Request. The Library shall have no liability to the Foundation if the Transfer does not occur or the amount of the Transfer is less than the full amount of the Bequest.

SECTION 5. INDEMNIFICATION

The Foundation agrees to indemnify, defend and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses suffered or incurred by any such party arising from or in connection with the failure by the Foundation to use the Bequest in strict accordance with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 6. DEFAULT AND REMEDIES

6.1 In the event the Foundation fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement, and the same is not cured as described in Section 6.2 hereof, the Library may terminate this Agreement.

6.2 Prior to termination, the Library shall give its notice of intent to terminate 30 days prior to termination at the address specified in Section 7 hereof and shall state the nature of the default. In the event the Foundation does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Foundation shall not be deemed to have committed such default if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

6.3 The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 7. NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) overnight courier or (c) registered or certified first class mail, return receipt requested.

IF TO THE LIBRARY:

Chicago Public Library
Harold Washington Library Center
400 South State Street

Chicago, IL 60605
Attention: Commissioner

WITH A COPY TO:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel
Finance and Economic Development Division

IF TO THE FOUNDATION:

Chicago Public Library Foundation
200 West Madison Street
Chicago, Illinois 60606
Attention: President

WITH A COPY TO:

Miner, Barnhill & Galland, P.C.
325 North LaSalle, Suite 350
Chicago, Illinois 60654
Attention: William Miceli

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to clause (a) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (b) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (c) above shall be deemed received two business days following deposit in the mail.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all the parties hereto.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Foundation and supersedes all prior agreements, negotiation and discussion between them.

8.3 Waiver. Waiver by the City with respect to breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City in writing.

8.4 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

8.5 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

8.6 Counterparts. 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.

8.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

8.9 Non-Liability of Officials. No official, employee or agent of the City or the Foundation shall be charged personally by the Foundation, the City or by an assignee or subcontractor of either, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

8.10 Assignment. This Agreement, or any portion thereof, shall not be assigned by the Foundation without the prior written consent of the City.

8.11 Inspector General. It is the Foundation's duty and the duty of any bidder, proposer, contractor or subcontractor providing goods or services funded in whole or in part with the Bequest under this Agreement, and every applicant for certification of eligibility for a City contract or program, and all of the Foundation's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Foundation represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that the Foundation will inform subcontractors providing such goods or services of this provision and require their compliance.

8.12 City Hiring Plan

(a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Foundation is aware that City policy prohibits City employees from directing any

individual to apply for a position with the Foundation, either as an employee or as a subcontractor, and from directing the Foundation to hire an individual as an employee or as a subcontractor. Accordingly, the Foundation must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Foundation under this Agreement are employees or subcontractors of the Foundation, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Foundation.

(c) The Foundation will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to the Foundation by a City employee or City official in violation of Section 8.12(b) above, or advocating a violation of Section 8.12(c) above, the Foundation will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Budget Director. The Foundation will also cooperate with any inquiries by IGO Hiring Oversight.

8.13 FOIA And Local Records Act Compliance

FOIA. The Foundation acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended ("FOIA"). FOIA requires the City to produce "Records" (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the Records requested are exempt under FOIA. If the Foundation receives a request from the City to produce Records related to the Bequest or this Agreement, and within the scope of FOIA, the Foundation covenants to comply with such request within 48 hours of the date of such request. Failure by the Foundation to timely comply with such request will be a breach of this Agreement.

Exempt Information. Documents that the Foundation submits to the City in connection with the Bequest or this Agreement during the term of the Agreement containing trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Foundation to be treated as trade secrets or information that would cause competitive harm, FOIA requires that the Foundation mark any such documents as "proprietary, privileged or confidential." If the Foundation marks a document as "proprietary, privileged and confidential", then OBM will evaluate whether such document may be withheld under FOIA. OBM, in its discretion, will determine whether a document will be exempted from disclosure, such determination being subject to review by the Illinois Attorney General's Office and/or the courts.

Local Records Act. The Foundation acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Foundation covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with the Bequest or this Agreement and the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers effective as of the day and year first written above.

**CHICAGO PUBLIC LIBRARY, a unit of the
City of Chicago**

By: _____
Name: Chris Brown
Title: Commissioner

**CHICAGO PUBLIC LIBRARY FOUNDATION,
an Illinois not-for-profit corporation**

By: _____
Name: _____
Title: _____