

**GRANT OF GOODS AGREEMENT BY AND BETWEEN
THE CITY OF CHICAGO
AND THE COMMERCIAL CLUB FOUNDATION**

The City of Chicago (the "City"), by and through its Chicago Police Department ("CPD"), and The Commercial Club Foundation, an Illinois not-for-profit corporation ("CCF") (City and CCF are each a "Party," and together, the "Parties") hereby enter into this Grant of Goods Agreement ("Agreement") as of this ____ day of November 2025.

RECITALS

A. CPD is committed to protecting the lives, property, and rights of all people, to maintain order, and enforce the law impartially. CPD's goal is to perform constitutional and effective policing that keeps both community members and officers safe and restores the community's trust in the CPD.

B. CCF is an Illinois not-for-profit corporation with a mission to make the Chicago region a better place to live, work, and do business.

C. The use of digital evidence is essential in investigating and solving crimes. In 2019, the University of Chicago Crime Lab purchased and donated several tools CPD currently utilizes for digital evidence. The donation led to the creation of five Area Technology Centers ("ATCs") across the City of Chicago, which include specially trained detectives that can utilize the investigative tools and analyze digital evidence in working to identify offenders and clear cases.

D. CDP plans to create a digital forensics training center to train CPD detectives on the use of specialized digital forensic equipment ("Training Center")

E. CCF wishes to provide an initial grant of (i) equipment to the City to be used for the creation of a Training Center (the "Training Center Equipment") and (ii) equipment to be used to create five mobile digital forensics centers ("Mobile ATCs") to be utilized in connection with the ATCs (the "Mobile ATC Equipment", collectively with the Training Center Equipment, the "Initial Goods"), with a detailed copy of the general types of equipment intended to be donated attached as Exhibit A. Following the execution of this Agreement and during the term of this Agreement, CCF may agree with the City to provide an additional grant or grants of other goods pursuant to this Agreement (the "Subsequent Goods," and together with the Initial Goods, the "Goods").

F. CCF has received funding from certain funding parties (collectively, the "Initial Funders") in an initial amount of up to \$824,600.85 (such amount being referred to as the "Initial Total Project Budget") to make the grant of Initial Goods. CCF may receive funding from time to time from certain subsequent funding parties (collectively, the "Subsequent Funders," and together with the Initial Funders, the "Funders") in a total amount of up to \$1,175,399.15 (such amount being referred to as the "Subsequent Total Project Budget, and together with the Initial Total Project Budget, the "Total Project Budget") to make grants of Subsequent Goods. The Total Project Budget will be up to \$2,000,000.

G. On [], the City Council of the City ("City Council") adopted an ordinance published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages [] to [] authorizing the execution of this Agreement.

H. The Parties wish to enter into this Agreement to describe the responsibilities and obligations of each Party with respect to grants of Goods hereunder.

I. PURPOSE AND ACTIVITIES

A. Purpose. CCF wishes to provide grants of Goods to the City to be used (i) to create the Training Center to train CPD detectives on the use of specialized digital forensic equipment, (ii) to create five Mobile ATCs to be used in connection with ATCs and (iii) for other technology initiatives.

B. Activities. Subject to the terms of this Agreement, CCF will purchase, or arrange for the purchase of, certain Goods to be used in the Training Center, Mobile ATCs and other technology initiatives, and CCF will donate such Goods so purchased to CPD and CPD will use the donated Goods solely for the purpose set forth above.

II. DUTIES AND OBLIGATIONS OF THE PARTIES

A. To fulfill the terms of this Agreement, City agrees to the following:

- i. CPD shall provide adequate staff for liaison with CCF and cooperate with CCF in receiving the Goods.
- ii. CPD shall review all Goods that are proposed for delivery to CPD and retains sole discretion to examine the Goods at delivery. CPD may accept or reject any or all of the Goods prior to or at the point of delivery. Any such rejected Goods shall, upon such rejection, no longer be considered Goods for purposes of this Agreement.
- iii. CPD shall provide monthly general updates to representatives of CCF, in form and content mutually satisfactory to CPD and CCF, regarding the use of the Goods in connection with the ATCs, the development of the Training Center and other technology initiatives.
- iv. CPD shall invite CCF to quarterly meetings. At those meetings, CCF will be able to provide strategic advice that CPD may consider.
- v. The City shall cause CPD to affix on up to 5 of the Mobile ATCs that are part of the Initial Goods, such markings as may be reasonably agreed upon by CCF and City to indicate that each of the 5 Mobile ATCs have been named Matt, Julie, Jake, Sloane, and Simon. In the event that following any such markings being placed on the Mobile ATCs, CCF or the City reasonably determine that that such marking may be deemed to be detrimental to the reputation, image, mission or integrity of CCF, the City or CPD, as the case may be, the Parties shall meet and discuss in good faith any steps that should be taken with respect to the markings to alleviate such situation and following such discussion, the City shall take such steps that are mutually agreed upon by the Parties; provided that to the extent any such markings are determined to be unlawful or violative of any law, rule, ordinance or regulation applicable to the Mobile ATCs, the City may take such reasonable steps as may be necessary to comply with such law, rule, ordinance or regulation.
- vi. CPD shall use the Goods only for the purposes set forth above in Section I.A.

- B. To fulfill the terms of this Agreement, CCF agrees to the following:
- i. CCF shall, subject to the terms and conditions of this Agreement, use the funds provided by the Initial Funders to purchase (i) certain equipment that shall be used for the creation of the Training Center, with such general types of equipment described under the heading "Priority #1-Digital Forensics Center" on Exhibit A, and (ii) certain equipment that shall be used in creating the Mobile ATCs, with such general types of equipment described under the heading "Priority #2-ATC Digital Forensics Vans" on Exhibit A. CCF shall, subject to the terms and conditions of this Agreement, use the funds provided by the Subsequent Funders to purchase such Goods or equipment as may be mutually agreed upon between CCF and the City. Notwithstanding anything set forth in this Agreement, in no event shall the overall total cost of all purchases of Initial Goods hereunder ("ITPC") exceed the Initial Total Project Budget, and in the event that CCF is not able to purchase all of the Initial Goods generally of the type described on Exhibit A as a result of the ITPC exceeding the Initial Total Project Budget, whether as a result of any unforeseen or anticipated event, including without limitation the imposition of tariffs or trade restrictions, inflationary pressures, increased prices, limited supply, unavailability or otherwise, then CCF shall purchase such amount and types of Initial Goods as it may determine in its sole discretion within the overall limit of the Initial Total Project Budget, and the Initial Goods so purchased by CCF, donated to, and accepted by, the City pursuant to this Agreement shall be considered "Goods" for purposes of this Agreement. Notwithstanding anything set forth in this Agreement, in no event shall the overall total cost of all purchases of Subsequent Goods hereunder ("STPC") exceed the Subsequent Total Project Budget, and in the event that CCF is not able to purchase all of the Subsequent Goods as a result of the STPC exceeding the Subsequent Total Project Budget, whether as a result of any unforeseen or anticipated event, including without limitation the imposition of tariffs or trade restrictions, inflationary pressures, increased prices, limited supply, unavailability or otherwise, then CCF shall purchase such amount and types of Subsequent Goods as it may determine in its sole discretion within the overall limit of the Subsequent Total Project Budget, and the Subsequent Goods so purchased by CCF, donated to, and accepted by, the City pursuant to this Agreement shall be considered "Goods" for purposes of this Agreement.

For the avoidance of doubt, the listing on Exhibit A is merely a reflection of the types of Initial Goods that may be purchased by CCF and donated to the City pursuant to this Agreement, it being understood and agreed that the actual Initial Goods CCF purchases and donates to the City pursuant to this Agreement shall be determined by CCF in its sole discretion. In the event that any portion or portions of the proposed initial goods delivered are not suitable for the purposes described in Section I.A (as determined by the City in its sole discretion), the City may reject delivery of the goods as set forth in Section II.A and CCF shall be solely responsible for and shall pay all costs associated with the rejected goods and shall be free to use, donate or dispose of such rejected goods as it may determine. CCF shall be under no obligation to purchase, replace or obtain any replacement equipment for any goods rejected by CPD for any reason.

The parties shall work together to have the Goods delivered to the City. Effective upon CCF's delivery and the City's acceptance of Goods, CCF hereby transfers,

assigns and conveys to the City all of the CCF's right, title and interest in and to or herein after-acquired, to such accepted Goods.

Once CCF has delivered, and the City has accepted such delivery of, Goods, CCF shall have no responsibility or liability for such Goods, including without limitation, any responsibility or liability arising out of or related to the use of such Goods, the continued operating expenses related to such Goods or any maintenance or repair costs related to such Goods; provided, however, that the City shall not be held liable for any of the responsibilities, duties or obligations of CCF which arose prior to the delivery of, and the City's acceptance of, such Goods to the City.

- ii. CCF's Representative shall provide guidance and strategic direction to the CPD representatives overseeing receipt and use of the Goods and provide recommendations to ensure adequate progress toward meeting the purpose set forth in Section I.A.

III. CONFIDENTIAL INFORMATION.

All confidential, proprietary, and non-public information of the City, including: (i) reports, (ii) deliverables, (iii) documents, and (iv) information (i-iv, collectively, "Confidential Information") provided to CCF are property of the City and if either designated by the City as confidential or is of a type that should reasonably be considered to be treated as confidential, are confidential, and, except as provided below, will not be made available without the City's prior written consent, such consent not to be unreasonably withheld. The City shall not provide CCF with Confidential Information that does not relate to the Goods or this Agreement.

If CCF is presented with a request for documents by any administrative agency or with a subpoena duces tecum or other lawful process regarding any records, data or documents which may be in their possession by reason of this Agreement or the Grant of the Goods, unless required by law, before such records or documents are submitted to a court or other third party, CCF will use commercially reasonable efforts to provide notice to CPD and the City's Corporation Counsel of such request or demand, with the understanding that the City may, at its sole costs and expense, have the opportunity to contest such process by any means available to it, before such records or documents are submitted to a court or other third party.

IV. PARTY REPRESENTATIVES

Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Antoinette Ursitti
 Chief Bureau of Detectives
 Chicago Police Department
 Telephone: 312.745.6001

For CCF: Robert Boik

Senior Vice President for Public Safety
Civic Committee of the Commercial Club
190 S. LaSalle Street, 39th Floor
Chicago, Illinois 60603
Telephone: 586.925.3521

V. CONDITIONS

This Agreement is not conditioned on CCF obtaining funding for this Agreement up to the Initial Total Project Budget. CCF represents that it has set aside sufficient funding for the financial obligations set forth herein up to the Initial Total Project Budget. Any additional grant or grants of Subsequent Goods shall be subject to the condition that CCF shall have received funding from third party funders for the acquisition of such Subsequent Goods and the grant of such Subsequent Goods to the City pursuant to this Agreement.

VI. TERM

Once fully executed by the Parties, this Agreement shall commence on _____, 2025, and shall conclude on December 31, 2026, unless otherwise earlier terminated by the Parties.

VII. TERMINATION

A. Termination on Notice. This Agreement may be terminated by any Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

B. Termination for Breach. In the event any Party breaches this Agreement and fails to cure such breach within receipt of ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement effective immediately upon delivery of written notice to the breaching Party.

VIII. INDEMNIFICATION; RELEASE

A. Once CCF has delivered, and the City has accepted such delivery of, any of the Goods, the City shall release, acquit and forever discharge, and shall defend, indemnify, and hold harmless CCF and its trustees, officers, agents, funders and employees from any and all liability, suits, actions, or claims of any character, name, or description, including reasonable attorney's fees, brought on account of any injuries or damage, or loss (real, threatened or alleged) received or sustained by any person, persons, entity or property, arising out of the grant of such Goods, the use of such Goods by the City or CPD and/or the City's failure to perform or comply with any requirements of this Agreement, including, but not limited to, in all cases any claims for personal injury, property damage, breach of warranty, or infringement of copyright, patent, or other proprietary right. These obligations of the City shall expressly survive the expiration or earlier termination of this Agreement.

IX. MISCELLANEOUS

A. Responsibility for Employee Matters; Salary and Benefits. Any person or entities employed by CCF and/or the City shall be compensated by CCF and/or the City based on whether CCF or the City employs such person or entity as applicable. Each Party shall be solely responsible for the payment of its own federal, state, and local income taxes, as applicable, as well as any federal or state personal income tax withholding, Social Security withholding and taxes

and unemployment contributions and taxes that Party may owe directly or on behalf of its employees or be required to withhold and remit on its employees' behalf.

B. Ethics. Any person employed by CCF to purchase and donate the Goods shall be subject to the improper influence, conflicts of interests, and gift provisions of the City's Governmental Ethics Ordinance in the same manner as would a City employee. These provisions are §§ 2-156-030, -080, and -142, respectively, of the Municipal Code of Chicago.

C. No Authority. Unless CCF is expressly authorized by the City, CCF shall not have authority to negotiate any agreements for, or on behalf of the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name. Nothing contained in this Agreement, nor any act of any Party shall be deemed or construed by another Party, or by any third person, to create or imply any relationship of third-party beneficiary, principal, agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving such Party.

D. Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

E. Severability. In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement will remain in full force and effect.

F. Applicable Law. This Agreement all be governed in all respects by the internal laws of the State of Illinois, but without regard to the principles of conflicts of laws.

G. Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws and regulations, including any applicable privacy laws, in all material respects.

H. Waiver. A delay or failure by either Party to exercise any right under this Agreement will not constitute a waiver of that or any similar or future right.

I. Electronic Signatures. This Agreement may be executed by the manual or electronic signature of a Party. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures to the extent and as provided for under applicable law.

J. Headings. Any headings used herein are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Agreement.

K. Copies. A signed copy of this Agreement delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed copy of this Agreement.

L. No Third-Party Rights. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity, other than the Parties hereto, any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

M. Disclaimer of Warranty. Inasmuch as these are grants of Goods, none of the Goods, technical specifications of the Goods, or usefulness of the Goods are warranted by CCF and the grants are being made on an "as is, where is, with all faults" basis from CCF to the City. No representations, guarantee, warranty, expressed or implied (including warranties of fitness of purpose and merchantability) or warranties arising from course of dealing or usage or trade, shall apply to the Goods or the grants of the Goods with respect to CCF. Notwithstanding the foregoing, nothing in this Agreement shall relieve the vendor of the Goods or the manufacturer of the Goods from any warranty or liability they may have to CCF or the City, as the case may be, arising out of the purchase and sale and subsequent grants of the Goods pursuant to this Agreement.

N. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

O. Records Retention. The City shall maintain for a minimum of five (5) years from the expiration of this Agreement, limited to the scope of this Agreement: adequate books, records and supporting documents necessary to comply with 89 Ill. Adm. Code 509. If an audit, litigation or other action involving the records is commenced prior to the end of such five-year period, the records shall be retained until all issues arising out of the action are resolved.

P. No Personal Liability; Waiver of Certain Damages. No member, official, director, funder, employee or agent of the City or CCF, as the case may be, shall be individually or personally liable in connection with this Agreement. No Party shall be liable to any other Party for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages).

Q. Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned or transferred, nor shall any Party delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger, operation of law, or any other manner, without the express prior written permission of each of the other Parties. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and shall be binding upon the City and CCF, and their respective successors and permitted assigns.

R. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and contain all the terms and conditions agreed upon by the Parties hereto.

S. Notices. Any notice under this Agreement shall be in writing and given in person, by certified mail, postage prepaid, by recognized overnight delivery service, to a party's address identified below. Either party may change their notice address by providing written notice to the other party in conformity with the foregoing. Notices shall be deemed to have been given either: (i) when personally delivered; or (ii) when delivered by an overnight delivery service.

For Notice to the City: Superintendent of Police
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

With Copies To: General Counsel to the Superintendent

Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

And

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

For Notice to the CCF:

Robert Boik
Senior Vice President for Public Safety
Civic Committee of the Commercial Club of Chicago
190 S. LaSalle Street, 39th Floor
Chicago, IL 60603

T. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement, or any provision hereof.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF CHICAGO

By: _____
Larry Snelling
Superintendent of Police

COMMERCIAL CLUB FOUNDATION

By: _____
Erika Poethig
Executive Vice President, Civic Committee
of the Commercial Club of Chicago