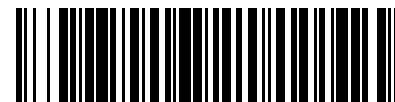




# City of Chicago



O2017-219

Office of the City Clerk

Document Tracking Sheet

<b>Meeting Date:</b>	1/25/2017
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Use agreement with DeVry Education Group, Inc. for use of classroom space to conduct Chicago Police Department officer training
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

January 25, 2017

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease and use agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

**WHEREAS**, the City of Chicago (the "City / User") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, DeVry Education Group, Inc. (DeVry) is the owner of the DeVry University Chicago campus (the "Premises") located at 3300 North Campbell Avenue, Chicago, Illinois; and

**WHEREAS**, the City has a need for classroom space to conduct training for officers of the Chicago Police Department because the Police Academy is at capacity; and

**WHEREAS**, pursuant to Section 2-51-050(l) of the Municipal Code of Chicago, the Commissioner of the Department of Fleet and Facility Management has the authority to enter into right of entry agreements on behalf of the City and other City Departments for up to 90 days each; and

**WHEREAS**, the City and DeVry entered into an agreement on December 21, 2016 to permit the City's use of classroom space at the Premises commencing on January 2, 2017 (the "Use Agreement") attached hereto as Exhibit A; and

**WHEREAS**, the City must terminate the agreement effective on April 2, 2017 if City Council does not approve the agreement due to the 90 day limitation on the authority granted to the Commissioner of the Department of Fleet and Facility Management for such agreements; and

**WHEREAS**, the City wishes to continue use the Premises through June 30, 2018, and DeVry has agreed to permit the City's continued use through that date; and

**WHEREAS**, pursuant to Section 2-51-050(l) of the Municipal Code of Chicago, City Council approval is required for continuation of the term beyond the initial 90 day period; *now, therefore,*

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the City Council.

**SECTION 2.** Notwithstanding any provision to the contrary in Section 2-51-050(l) of the Municipal Code of Chicago regarding the 90 day limit on extensions for right of entry agreements, the City Council authorizes the continuation of the term of the Use Agreement through June 30, 2018.

**SECTION 3.** This ordinance shall take effect immediately upon its passage and approval.

**EXHIBIT A**

**Use Agreement**

## USE AGREEMENT

This Use Agreement ("Agreement") is made, entered into and effective this 21<sup>st</sup> day of December, 2016, by and between DeVry Education Group Inc. ("DeVry") and City of Chicago ("User").

### RECITALS

A. On certain occasions as specified herein, User desires to use a certain portion of 3300 N. Campbell Ave., Chicago, IL 60618 (the "Premises") on a limited, temporary basis, as specified herein for the purpose of holding Chicago Police Department training classes.

Now therefore, in consideration of the foregoing, and the mutual promises, covenants and conditions set forth herein below, the parties agree as follows:

1. USE: DeVry hereby grants to User the right to use that portion of the Premises known as 3300 N. Campbell Ave., Chicago, IL 60618, Suite/Rooms 233, 234, 235, 236, 237, and 239 (the "Specified Location") as specified in Section 2 below. Rooms 233, 234, 235, and 236 can be combined into a single classroom to accommodate approximately 75-100 participants with tables, or approximately 120 participants without tables. These four classrooms can also be configured into two double classrooms seating approximately 50 participants with tables. Rooms 237 and 239 are single classrooms seating approximately 30 with tables. Please note, if these designated classrooms are not available on a given day due to a conflicting student-based event, alternate classrooms will be provided." The parties acknowledge and agree that this Agreement does not constitute a lease or rental agreement, or convey to User any right, claim, title or interest in or to the Specified Location, or any other portion of DeVry's interest in the Premises. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating any relationship whatsoever other than the relationship of DeVry and User, it being expressly understood and agreed by the parties that this Agreement does not create the relationship of landlord and tenant, principal and agent, joint venture between the parties, or any other relation except as expressly provided hereinabove. No other portion of the Premises may be used by User except for the Common Area in common with other persons. As used herein, the term "Common Area" shall mean all realty and improvements in or at the Building now or hereafter made available by DeVry for the general use, convenience and benefit of User and other tenants at the Building. User agrees that the Specified Location may be relocated at any time at the discretion of, and without liability to, DeVry.

2. USE OF SPECIFIED LOCATION: Between the hours of 7:00 A.M. and 4:00 P.M. on weekdays, User shall have the right to use the Specified Location beginning on January 2, 2017 (the "Commencement Date"), and terminating on June 30, 2018 (the "Termination Date") unless sooner terminated as provided herein. User agrees that User's rights under this Agreement may be terminated upon thirty (30) days' written notice from DeVry for any reason. DeVry acknowledges that User requires legislative approval from the City Council of the City of Chicago ("City Council") for continuation of this Agreement beyond the first ninety (90) days, and that User may terminate this Agreement effective as of April 2, 2017, if City Council has not approved, by providing DeVry five (5) days' written notice.

3. PERMITTED USE: User shall use the Specified Location for the sole purpose of classroom space and for no other use or purpose whatsoever. User shall not violate in any manner the use rights granted to any tenants in the Building.

4. USE FEE: User shall pay to DeVry Zero Dollars (\$0.00) prior to its use of DeVry's space. Unless otherwise provided herein, all fees due DeVry pursuant to this Agreement shall be paid by certified check or money order payable to DeVry Inc.

5. DUTY TO MAINTAIN. User shall keep all equipment, fixtures, furnishings, property and the Specified Location in a clean, sanitary and wholesome condition, in good order and repair, free

and clear of litter and debris and free from any objectionable noises, odors or nuisances and in compliance with all health and police regulations, in all respects and at all times.

6. COMPLIANCE WITH LAWS. User shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to the use and occupancy of the Specified Location. All business licenses and other applicable permits and licenses shall be secured and paid for by User.

7. RULES AND REGULATIONS. User agrees to comply with (and cause its officers, employees, contractors, invitees and all others doing business with User, to comply with) all rules and regulations of general applicability regarding the Building as specified on the attached Exhibit A, and as may be amended or supplemented from time to time.

8. INSURANCE. The User is self-insured for comprehensive general liability as it relates to the User's activities at the Premises.

9. TERMINATION. Upon the expiration or earlier termination of this Agreement for any reason whatsoever, User shall remove all personal property from the Specified Location, and shall leave the Specified Location in broom clean condition, free of debris and in as good condition as when it was originally delivered to User, ordinary wear and tear and casualty damage excepted. User hereby authorizes and irrevocably appoints DeVry as its true and lawful attorney-in-fact to remove all such personal property upon User's failure to remove all personal property from the Specified Location within twenty-four (24) hours after the expiration or earlier termination of this Agreement. User hereby waives any and all loss or damage thereto arising from the exercise of this power, and covenants to hold harmless DeVry from and against any costs, claims, liens, damages or attorney fees, costs and disbursements arising from such removal.

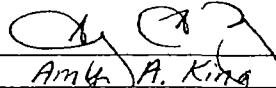
10. SUITABILITY OF SPECIFIED LOCATION. User hereby accepts the Specified Location in an "AS IS" condition and DeVry expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability of the Premises and Building, including the Specified Location. It is understood by User that DeVry does not provide security protection for the Specified Location and/or User's personal property. User shall perform no work, remodeling or renovation on the Specified Location.

11. REPRESENTATIONS AND WARRANTIES. Both parties agree that the signatory of this Use Agreement has the requisite authority to sign this Agreement.

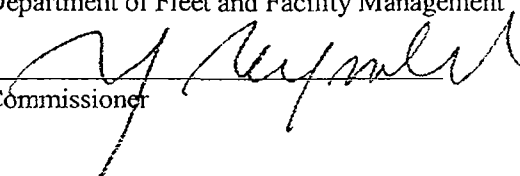
[SIGNATURE PAGE FOLLOWS]

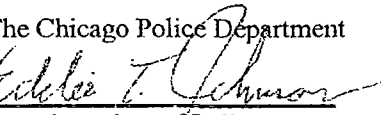
IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

DeVry Education Group Inc.

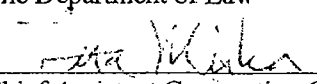
By:   
Name: Amy A. King  
Title: Group President

The City of Chicago, an Illinois municipal corporation and home rule unit of government

By: Department of Fleet and Facility Management  
Signed:   
Title: Commissioner

By: The Chicago Police Department  
Signed:   
Title: Superintendent of Police

Approved as to form and legality:

By: The Department of Law  
Signed:   
Title: Chief Assistant Corporation Counsel

## EXHIBIT A

### RULES AND REGULATIONS

Unless and until modified, these Rules and Regulations apply to the Premises and all other parts of the Building:

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas will not be obstructed or used by any party for any purpose other than ingress and egress to and from the Specified Location and/or Premises and for going from one to another part of the Building.
2. Plumbing, fixtures and appliances will be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material will be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by any party will be paid by User, and DeVry will not in any case be responsible therefore.
3. No nails, hooks or screws will be driven or inserted in any part of the Building nor will any part of the Building be defaced by any party. Any curtains or other window treatments shall be User's responsibility.
4. User shall not move in or out of the Building the following: furniture, office equipment, safes, heavy equipment, bulky material, merchandise or materials which require the use of elevators or stairways; or movements through the Building entrances or lobby.
5. Corridor doors, when not in use, will be kept closed.
6. User will not make or permit any improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.
7. No birds or other animals (except for "seeing eye" or guide dogs) will be brought into or kept in, on or about the Premises.
8. No flammable or explosive fluid or substance will be used or kept in the Building.
9. No portion of the Premises and/or Specified Location will at any time be used or occupied as sleeping or lodging quarters.
10. No vehicle(s) will be left in any area designated for parking for more than a forty-eight (48) hour period.
11. No party will smoke in the public areas of the building such as, but not limited to, public restrooms, corridors, elevator lobbies, and building lobbies.
12. User, at User's expense and upon vacating the Premises, must remove or have removed any and all telecommunications cabling and hardware, of which User has installed in or on any part of the Building or Premises. Additionally, User must also remove all security devices installed in Premises upon vacating same.