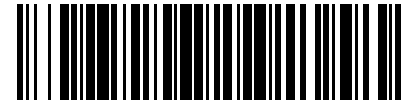




City of Chicago



O2020-1232

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	2/19/2020
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	Third Amendment to lease agreement with Illinois Sports Facilities Authority governing use of property at 333 W 35th St by Chicago Police Department for driver training
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

February 19, 2020

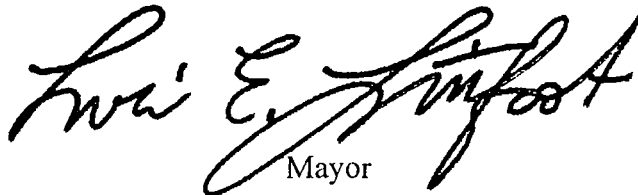
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,


Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Tenant, the Commissioner of the Department of Assets, Information and Services is authorized to execute an Amendment to a Lease Agreement with Illinois Sports Facilities Authority, as Landlord, for the period through March 31, 2021 and is authorized to execute similar one-year agreements through March 31, 2025 governing the use of the property located at 333 West 35th Street by the Chicago Police Department for driver training; such Amendment to be approved by the Superintendent of the Department of Police, and approved as to form and legality by the Corporation Counsel in substantially the following form:

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO RENTAL AGREEMENT (this "Amendment") dated as of _____, 2020 by and between the Illinois Sports Facilities Authority ("ISFA" or the "Authority"), and the City of Chicago, an Illinois Municipal Corporation and Home Rule unit of government (hereinafter referred to as "Occupant").

WHEREAS, ISFA is the owner of the real estate and facilities located at 333 West 35th Street, Chicago, Illinois, commonly known as the Guaranteed Rate Field, and parking facilities and certain access ways adjacent thereto (collectively, the "Park").

WHEREAS, Occupant requests permission to use Parking Lot C at the Guaranteed Rate Field, Chicago, Illinois ("Parking Lot") to conduct a vehicle training program for the Chicago Department of Police ("Police"), and to use Parking Lot G for other Police special Occupant Uses, and for use for City of Chicago general parking purposes (collectively, "Occupant Uses"). Parking Lot C and Parking Lot G together shall be referred herein from time to time as "Parking Lots." This Agreement shall be effective as of the Commencement Date and shall end on the 31st day of March, 2021 unless sooner terminated as set forth in this Agreement. Provided, however that occupant shall not use the Lots on the dates as set forth in Exhibit A. In addition, the Occupant shall not use the Parking Lots on those dates when playoff games have been scheduled, games have been re-scheduled, or concerts are to occur, or for any other event as determined at the sole discretion of the ISFA.

WHEREAS, ISFA and Occupant desire to modify certain terms and conditions of the Original Lease, all on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree as follows:

1. **Definitions.** All capitalized terms used but not defined in this Amendment shall have the same meanings ascribed to them in the Original Lease.
2. **Term.** ISFA and Occupant hereby agree that the expiration date of the Rental Agreement is hereby extended to March 31, 2021, unless sooner terminated as set forth in the Agreement.
3. **Duration of Occupant Uses.** Occupant agrees that its use of the Parking Lots will be limited to the Occupant Uses during the hours of 7:00 a.m. to 4:30 p.m. Monday through Friday. Notwithstanding the foregoing, the Occupant shall not have use of the Parking Lots on those dates as set forth in Exhibit A.
4. **Insurance.** Subject to Section 5, Occupant shall provide the letter of self-insurance set forth in Exhibit B and comply with the provisions therein.
5. **Self-Insurance.** ISFA agrees and acknowledges Occupant shall self-insure for the insurance requirements specified in Exhibit C.

6. **Reaffirmation of Rental Agreement.** Except to the extent expressly set forth in this Amendment, all of the terms and conditions of the Rental Agreement (known as Lease No. 12063) shall remain in full force and effect and are hereby ratified and affirmed. If there is any conflict between the terms and provisions of the Rental Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

7. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed and delivered via email or PDF.

8. **Effectiveness.** This Amendment is not effective unless and until the same is signed and delivered by both Occupant and ISFA.

[Signature Page to Follow]

LEASE NO. 12063

IN WITNESS WHEREOF, parties hereunder have executed this Agreement on the date first above written.

ILLINOIS SPORTS FACILITIES AUTHORITY:

By: _____
CEO/Executive Director

OCCUPANT:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

By: THE DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By: _____
Commissioner

By: THE DEPARTMENT OF POLICE

By: _____
Superintendent of Police

APPROVED AS TO FORM AND LEGALITY:

By: DEPARTMENT OF LAW

By: _____
Assistant Corporation Counsel

**EXHIBIT A
PROHIBITED USE DATES**

MARCH 2020

March 26th
March 28th through March 29th

APRIL 2020

April 6th through April 8th
April 10th through April 12th
April 16th through April 22nd

MAY 2020

May 1st through May 3rd
May 5th through May 7th
May 14th through May 17th
May 19th through May 20th

JUNE 2020

June 5th through June 7th
June 9th through June 11th
June 22nd through June 28th

JULY 2020

July 7th through July 8th
July 10th through July 12th
July 23rd through July 29th

AUGUST 2020

August 7th through August 13th
August 15th through August 16th
August 25th through August 30th

SEPTEMBER 2020

September 8th through September 10th
September 17th through September 23rd

EXHIBIT B

Letter of Self Insurance



**DEPARTMENT OF FINANCE
CITY OF CHICAGO**

January 29, 2020

Illinois Sports Facilities Authority
333 West 35th Street
Chicago IL 60616

:

City of Chicago – Department of Police

Lease Agreement – Guaranteed Rate Field – Use of Parking Lot
Dates: April 1, 2020 through March 31, 2021

To Whom It May Concern:

Please be advised that the City of Chicago is self insured for its Liability exposures.

Sincerely,

Susan L. Schmitz
Risk Manager

cc: Stephen Stults, Fleet and Facility Management (2FM)

EXHIBIT C

Insurance and Indemnification Letter Agreement

_____, 2020

City of Chicago
Department of Assets, Information & Services
30 North LaSalle Street
Suite 300
Chicago, Illinois 60602
Attn: Commissioner David J. Reynolds

Re: Use of Guaranteed Rate Field

Dear Commissioner Reynolds:

This letter is to confirm our understanding regarding indemnification responsibilities of the City of Chicago (“Occupant”) regarding the use of Guaranteed Rate Field Parking Lot C and G (the “Parking Lots”) commencing on April 1, 2020. You acknowledge that this letter is being entered into by you as an additional inducement to the Indemnified Parties to allow you to utilize such portions of Guaranteed Rate Field, and that each of the Indemnified Parties is a third party beneficiary of this letter.

The Occupant acknowledges that it has surveyed and examined the Parking Lot and have deemed them to be safe and without danger to the participants.

The Occupant will defend, indemnify and hold harmless Illinois Sports Facilities Authority, the State of Illinois, Chicago White Sox, Ltd., Chisox Corp., Chicago White Sox Charities, Inc., At Your Service, LLC, At Your Service Management Corporation, Illinois Sportservice, Inc., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry Reinsdorf, Jerry M. Reinsdorf Trusts, Levy Premium Food Service Limited Partnership, GRG – U.S. Cellular Field Management Company LLC, Standard Parking Corporation, Silver Chalice Ventures, LLC, Baseball Buffet, Inc. and their respective directors, owners, partners, members, employees and agents; and any subsidiaries or affiliates, or thereof, (hereafter referred to as the “Indemnified Parties”) or any under their control or supervision of any of the foregoing, against liability for damages, costs, attorney fees and expenses caused by the Occupant or its invitees on account of injury to, or death of, any person, or loss or damage to any property of the “Indemnified Parties” caused by the Occupant or its invitees during the Occupant’s use of the Parking Lot during the term of the Agreement.

The Occupant shall defend all such claims and causes of action against the Indemnified Parties at its expense, but the Indemnified Parties shall have the right to participate in litigation, in which event the Indemnified Parties shall be responsible for their legal expenses caused by participation in such litigation.

The Occupant also hereby releases, discharges, and covenants not to sue the Indemnified Parties from, and with respect to, any and all claims, demands, causes of action for losses other than allegations of willful and/or wanton misconduct or gross negligence or criminal behavior that hereinafter may accrue against them and that is caused by the Occupant's use of the Parking Lot as described herein.

The Occupant shall carry and obtain insurance as follows:

Comprehensive General Liability insurance, with limits of liability of not less than \$1,000,000, per occurrence and in the aggregate and fire, legal liability in the amount of \$100,000 per occurrence, combined for bodily injury including death and property damage. Such blanket contractual liability shall cover the hold harmless/indemnification provisions of the agreement.

Automobile Liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000.

Worker's compensation insurance in compliance with the Worker's Compensation Act of the State of Illinois.

Employer's Liability insurance on all employees, for injuries caused by accidents or disease, for limits of not less than \$1,000,000 for each employee for accidents and disease and a policy limit for disease.

Umbrella Liability coverage with limits of liability of not less than \$5,000,000, per occurrence and in the aggregate combined for bodily injury including death and property damage that specifically identifies each of the policies described above on the schedule of underlying coverage, and shall provide coverage at least as broad as each, and every one of the underlying policies.

ISFA acknowledges and agrees that Occupant is self-insured for the insurance requirements specified herein and in the Agreement.

Sincerely,

ILLINOIS SPORTS FACILITIES AUTHORITY

CEO/Executive Director

ACCEPTED and AGREED to this

_____ Day of _____, 2020

333 W. 35th Street
Lease No. 12063

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.