



City of Chicago



O2022-1276

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 4/27/2022

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Agreement with Metropolitan Pier and Exposition Authority for office space and storage space at McCormick Place Lakeside Center, 2301 S King Drive by the Department of Police Bicycle Unit

Committee(s) Assignment: Committee on Housing and Real Estate

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Assets, Information & Services is authorized to execute a License Agreement with Metropolitan Pier and Exposition Authority to permit the use of approximately 5,040 square feet of office space and 1,326 square feet of storage space at McCormick Place Lakeside Center, located at 2301 South King Drive, by the Department of Police's bicycle unit; such Lease to be approved by the Superintendent of Police, and approved as to form and legality by the Corporation Counsel in substantially the following form:

LICENSE AGREEMENT

This LICENSE AGREEMENT BETWEEN THE METROPOLITAN PIER AND EXPOSITION AUTHORITY AND THE CITY OF CHICAGO (this "Agreement") is made as of May 1, 2022 (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City"), acting by and through its Department of Assets, Information, and Services ("DAIS") having its principal offices at 2 N. LaSalle Street, Suite 200, Chicago, IL 60602, and **METROPOLITAN PIER AND EXPOSITION AUTHORITY**, an Illinois municipal corporation (the "MPEA"), having its principal offices at 301 E. Cermak Road, Chicago, IL 60616, (collectively, "the Parties").

RECITALS

WHEREAS, MPEA and the City currently have an agreement which allows the City's Department of Police (the "Police Department") a Right of Entry to previously unutilized space located at McCormick Place Lakeside Center for the Police Department's bicycle unit; and

WHEREAS, the Right of Entry agreement ends on April 30, 2022; and

WHEREAS, the Parties desire to replace and supersede the existing Right of Entry Agreement with this new License Agreement; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 et. seq.) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services; and

WHEREAS, the Parties wish to reduce their Agreement to writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and MPEA agree as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the City and MPEA.

2. License. Subject to the terms and conditions set forth herein, MPEA hereby grants a license to the City to use of the following described space:

Approximately 6,366 square feet of unutilized space in the McCormick Place Lakeside Center, consisting of 5,040 square feet of office space in rooms 100 through 122 and 1,326 square feet of storage space (the Premises).

3. Term. The term of this Agreement (the "Term") shall begin on the Effective Date and shall end April 30, 2023 unless sooner terminated as set forth in this Agreement. The City must receive approval from its City Council for continuation of the Term beyond the first one

hundred eighty days (180). The City may terminate this Agreement in accordance Section 12 if continuation of the Term is not approved by City Council.

4. Use of the Premises Limited. The City agrees that the property shall be used for the purpose of office and storage space by the Police Department's bicycle unit (the "City Use"). The right of entry granted hereunder extends to, and the City shall be responsible for, its agents, employees, contractors, subcontractors and consultants.

5. Cost. The City shall be responsible for all costs and expenses associated with the City Use. The City acknowledges that MPEA shall not assume any other costs for the City Use or for the City's access to the Premises. The City shall pay MPEA the sum of \$1.00 for access to the Premises under this Agreement. MPEA acknowledges the receipt and sufficiency of this \$1.00 payment.

6. Indemnification. Subject to approval of this Agreement by the City Council, The City shall indemnify, defend and hold MPEA, and its officers, agents, and employees (collectively, the "Indemnified Parties"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, "Claims") to the extent incurred in connection with, arising out of or incident to any act or omission of the City or its agents, employees, contractors, subcontractors or consultants in their use of the Premises, but expressly excluding Claims arising out of the condition of the Premises when such condition was not created by the City or its agents, employees, contracts, subcontracts or consultants, and further excluding Claims arising out of the gross negligence or willful misconduct of the Indemnified Parties or a breach or violation of MPEA's obligations under this Agreement. The foregoing indemnity shall survive any termination of this Agreement.

7. Access. The City shall not unreasonably withhold or prevent access by MPEA or its officers, agents, and employees to the Premises during the Term of this Agreement.

8. Completion. Upon completion of the City Use, the City shall remove all equipment, vehicles or materials placed in the Premises by the City or its agents, employees, contractors, subcontractors or consultants, and shall repair all damage to the Premises caused by or resulting from the removal of such items therefrom.

9. Amendment. This Agreement may not be amended or modified without the written consent of the City and MPEA hereto.

10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the City and MPEA regarding the City Use and the City's license to use the Premises. This Agreement supersedes any prior oral or written agreements with respect to the matters stated herein.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and

the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

12. Termination. The City and MPEA shall have the right to terminate this Agreement for any reason at any time without penalty by providing the other party with thirty (30) days' prior written notice.

13. Maintenance. The City acknowledges that MPEA will not have any maintenance responsibilities for the Premises with respect to the City's Use during the Term of this Agreement. The City accepts the condition of the Premises in the Premises' as-is condition.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its choice of laws principles.

14. Security on Premises. The City, its agents, employees, contractors, subcontractors and consultants shall secure equipment, vehicles, and materials on the Premises that are utilized in connection with the City Use during the Term of this Agreement. The City acknowledges that MPEA shall not have any security responsibilities for the Premises with respect to the City's Use during the Term of this Agreement, nor will MPEA be responsible for losses or damage to any physical property related to or arising out of City's Use.

15. Insurance. The City is self-insured for worker's compensation and comprehensive general liability as it relates to the City Use of the Premises.

16. MPEA's Authority. MPEA represents and warrants that it is the sole owner of the Premises; it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that this Agreement shall be binding upon and enforceable against MPEA in accordance with its terms.

17. Rules & Regulations. City staff, including members of the Police Department, shall follow the MPEA rules and regulations attached hereto as Exhibit A.

(Signature Page Follows)

IN WITNESS WHEREOF, the City and MPEA have executed this Agreement as of the Effective Date.

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

By: _____

Sandra Blakemore
Acting Commissioner
Department of Assets, Information and Services

By: _____

Superintendent
Department of Police

Approved as to form and legality:

Assistant Corporation Counsel
Department of Law

METROPOLITAN PIER AND EXPOSITION AUTHORITY,
an Illinois municipal corporation

By: _____

Larita D. Clark
Chief Executive Officer

Approved as to form and legality:

Assistant General Counsel
MPEA

EXHIBIT A
(MPEA Rules and Regulations)

City staff, including members of the Police Department, shall abide by the following rules and regulations when inside all areas of McCormick Place:

- Walk bikes through the building, no riding bikes inside.
- Adhere to any city/state COVID-19 mandates including wearing masks, if applicable.
- Officer breaks should be taken only in designated locations throughout the campus: Lakeside Level 1, North Level 2, West Starbucks, and West Level 2 24/hour convenience area.
- Complimentary parking may be relocated at MPEA's sole discretion
- Parking is **ONLY** allowed in Lot C (unless moved for operations related need per above)
- Training in Hall E is based on availability around events.

**2301 South King Drive
License Agreement**

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