



# City of Chicago



O2014-2456

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	4/2/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	License agreement with Cook County for access to portion of City-owned property at 3559 South Maplewood Ave
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 2, 2014

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

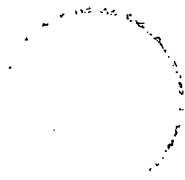
Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of an agreement with Cook County regarding use of property located at 3559 Maplewood.

Your favorable consideration of this ordinance 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, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Streets and Sanitation are authorized to execute a License Agreement with Cook County governing Cook County's access to a portion of the City-owned property located at 3559 South Maplewood Avenue; such License Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between THE CITY OF CHICAGO, an Illinois Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "City") and THE COUNTY OF COOK, a Body Politic and Corporate of the State of Illinois (hereinafter referred to as "County").

RECITALS

WHEREAS, City is the owner of the facility located at 3559 South Maplewood Avenue (the "Complex") which is comprised of approximately 5,100 square feet of building space; and

WHEREAS, County administers the Sheriff's Work Alternative Program ("SWAP") and County requires space from which to deploy these services in the area; and

WHEREAS, some of the SWAP services delivered by County directly benefit the City's Department of Streets and Sanitation; and

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

WHEREAS, City is not presently utilizing approximately 3,700 square feet of building space located within the Complex and comprised of a 5-bay garage, storage cages, locker room, and sign room (the "Premises") as depicted on Exhibit A attached hereto and made a part hereof; and

WHEREAS, County has requested use of the Premises from City for SWAP related activities and City has agreed to provide County with the use of the Premises for SWAP related activities.

NOW THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties hereto agree and covenant as follows:

**SECTION 1. GRANT**

Upon the terms and conditions hereinafter specified, City hereby grants to County the right to use and occupy the following described property situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 3,700 square feet of building space located at 3559 South Maplewood Avenue in Chicago Illinois as depicted on Exhibit A attached hereto and made a part hereof together with non-exclusive access to restrooms within the Complex and access to the adjoining parking lot (part of PIN 16-36-405-012).

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This Agreement creates a license only and County acknowledges and agrees that County shall not hold or claim at any time an interest or estate of any kind whatsoever in the Premises by virtue of this Agreement or County's use of the Premises.

**SECTION 2. TERM**

2.1 Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall terminate on December 31, 2017 unless sooner terminated as set forth in this Agreement.

**SECTION 3. RENT, UTILITIES, AND TAXES**

3.1 Rent. County shall pay City for use of the Premises the amount of:

One Dollar (\$1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

3.3 Utilities. City shall pay for gas, electricity, and water supplied to the Complex. County shall pay when due all charges for any applicable telephone or other communication services provided to the Premises for County's exclusive use.

3.4 Taxes. In the event that or leasehold taxes are ever assessed against the Premises as a result of County's use of the Premises pursuant to this Agreement, County shall pay when due any leasehold taxes, penalties, and interest assessed or levied on the Premises without reimbursement or other setoff from City. County acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result County will be responsible for satisfaction of all leasehold taxes, penalties, and interest assessed or levied on the subject Premises at least one year after County vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude County from contesting any charge or tax levied against the Premises. The failure of County to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a default under this Agreement. County's leasehold tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement, but payment may be a requirement for contesting such taxes.

**SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, AND SURRENDER**

4.1 Covenant of Quiet Enjoyment. City covenants and agrees that County, upon observing and keeping the covenants, agreements, and conditions of this Agreement on its part to be kept, observed, and performed, County shall lawfully and quietly hold, occupy, and enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or molestation by City or by any person or persons claiming under City.

4.2 Maintenance. City shall take reasonable efforts to maintain the Complex and the Premises in a condition of good repair and good order. County shall notify City with respect to any issues with maintenance of the Premises and/or the Complex. City shall be responsible for resolving any building code violations, if any, issued on the Premises or Complex.

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4.3 City's Right of Access. City shall have the right of reasonable access to the Premises, upon reasonable prior written notice to County, for the purpose of inspecting and making repairs to the Premises or for the benefit of the Complex. City shall always have access to the Premises in the event of maintenance or security emergencies. City shall use reasonable efforts to limit City's access to the Premises during regular business hours.

4.4 Use of the Premises. County shall not use the Premises in a manner which would violate any law. County further covenants not to damage any portion of the Premises and/or the complex. County shall comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to use as building space related to County's administration of County's SWAP program.

4.5 Alterations, Additions, or Improvements. County may not make any alterations, additions, or improvements on the Premises without the prior written consent of the Commissioner of the Department of Fleet and Facility Management. Such consent shall not be unreasonably withheld, delayed or conditioned. Any such alterations, additions, or improvements shall be in full compliance with all applicable laws, zoning, permit requirements, and codes. Any alterations, additions, or improvements shall be undertaken at County's sole cost. Any permanent alterations, additions, or improvements shall become property of City at the termination of this Agreement with this Agreement acting as a bill of sale without further payment or credit by City to County. Neither this Agreement nor any subsequent consent pursuant to this section shall act as a substitute for any other permit obligations that may be required by County to undertake any alterations, additions, or improvements to the Premises.

### **SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS**

5.1 Assignment and Sublease. County shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof.

5.2 County's Covenant against Liens. County shall not cause or permit any lien or encumbrance, whether created by act of County, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises and/or the Complex. All liens and encumbrances created by County shall attach to County's interest only. In case of any such lien attaching, County shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which County appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, County shall immediately pay any judgment rendered against County, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

### **SECTION 6. INSURANCE AND INDEMNIFICATION**

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6.1 County's Self-Insurance. County is self-insured and will provide City with a letter from County executed by an authorized official of County indicating that County is self-insured. This letter shall be tendered to City on or before the Effective Date.

6.2 Mutual Indemnification. County and City (subject to any allocation of adequate appropriations and other applicable legislative procedures, requirements, and approvals) shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this Agreement.

### **SECTION 7. DAMAGE OR DESTRUCTION**

7.1 Damage or Destruction. If the Premises and/or the Complex are damaged or destroyed or sustain a casualty to such extent that County cannot continue, occupy or conduct its normal business therein, or if, in County or City's opinion, the Premises and/or the Complex are rendered unusable, either City or County shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, County shall cease operations immediately and shall remove all of County's personal property and equipment from the Premises within five (5) days.

### **SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS**

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises. Nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City governmental decision or action with respect to this Agreement.

8.2 Duty to Comply with Governmental Ethics Ordinance. City and County shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

### **SECTION 9. HOLDING OVER**

9.1 Holding Over. Any holding over (the "**Holding Over**") by County shall be construed to be a license from month to month beginning on January 1, 2018 and the rent will be the same as outlined in Section 3.1 of this Agreement. During any Holding Over, all other provisions of this Agreement shall remain in full force and effect.

### **SECTION 10. MISCELLANEOUS**



**AGREEMENT NO. 20311**

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by County to City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

City of Chicago  
Department of Fleet and Facility Management  
Office of Real Estate Management  
30 North LaSalle Street, Room 300  
Chicago, Illinois 60602

or at such other place as City may from time to time designate by written notice to County. All notices, demands, and requests by City to County shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to County as follows:

County of Cook  
Bureau of Economic Development  
Real Estate Management Division  
69 West Washington Street, Room 3000  
Chicago, Illinois 60602  
Attention: Director

With a copy to:  
Cook County Sheriff's Office  
50 W. Washington, Suite 702  
Chicago, Illinois 60602  
Attention: Undersheriff

or at such other place as County may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon County by City, or upon City by County, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.

## AGREEMENT NO. 20311

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

10.6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization to Execute Agreement. The parties executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of City and County respectively and that by their execution of this Agreement, it became the binding obligation of City and County respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination of Agreement. City and County shall have the right to terminate this Agreement for any reason without penalty by providing each other with sixty (60) days prior written notice any time after the Effective Date.

10.11 Force Majeure. When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 No Brokers. County warrants to City that no broker or finder (a) introduced County to the Premises, (b) assisted County in the negotiation of this Agreement, or (c) dealt with County on County's behalf in connection with the Premises or this Agreement. City warrants to County that no broker or finder (a) introduced City to County, (b) assisted City in the negotiation of this Agreement, or (c) dealt with City on City's behalf in connection with the Premises or this Agreement. Any and all payments due from County to City under this Agreement shall be paid directly to City.

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10.13 Existing Furniture. County may use any furniture or equipment belonging to City and located within the Premises which is not removed by City by the Effective Date. City shall retain ownership of such furniture and equipment.

10.14 No Other Rights. The execution of this Agreement does not give County any other right with respect to the Premises and/or the Complex. Any rights not expressly granted to County through this Agreement are reserved exclusively to City. Unless otherwise specified in this Agreement, execution of this Agreement does not obligate City to undertake any additional duties or services.

10.15 No Construction against Preparer. This Agreement shall not be interpreted in favor of either City or County. City and County acknowledge that both parties participated fully in the mutual drafting of this Agreement.

10.16 Election Use. The locker room space within the Premises may be used periodically for voting by the general public on election days. On those days when the locker room space within the Premises is used for such voting, County shall not interfere with such activities.

10.17 Amendments. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to County's use of the Premises and/or City's administration of this Agreement, including, but not limited to, space expansion or reduction and space remeasurement on terms mutually agreeable to the parties. Such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and County. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Agreement and all other non-impacted provisions of this Agreement shall otherwise remain in full force and effect.

### **SECTION 11. ADDITIONAL RESPONSIBILITIES OF CITY**

11.1 Air-Conditioning. In providing air-conditioning for the Complex, City shall provide air-conditioning for the Premises.

11.2 Heat. In providing heat for the Complex, City shall provide heat for the Premises.

### **SECTION 12. RESPONSIBILITIES OF COUNTY**

12.1 County Inspection. County has inspected the Premises and all related areas and grounds. County is satisfied with the physical condition thereof. County accepts Premises and all related areas and grounds in "as-is" condition.

## AGREEMENT NO. 20311

12.2 Licensing and Permits. For any activity which County desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by County prior to using the Premises for such activity.

12.3 General Condition. County shall keep the Premises in a sanitary condition, free of insects, rodents, vermin, and other pests. County shall be responsible for payment of extermination services required to resolve any issues that arise from County's failure to maintain the Premises in a sanitary condition. City shall not provide any custodial services to the Premises. County may elect to provide custodial services to the Premises at County's cost.

12.4 Security Services. County shall be responsible for securing County's equipment and property located within the Premises. County shall abide by any security rules that may apply to the Complex and/or the Premises. City shall not provide any security for the Premises or for the Complex.

12.5 Illegal Activity. County, or any of its agents, employees, contractors, or invitees shall not perform or permit any practice that is injurious to the Premises or the Complex, is illegal, or increases the rate of insurance on the Premises or the Complex.

12.6 Hazardous Materials. County shall keep out of Premises and the Complex any materials which cause a fire hazard or safety hazard. County shall comply with reasonable requirements of City's fire insurance carrier.

12.7 Repairs for Negligence, Vandalism, or Misuse. County shall assume responsibility for any repairs to the Premises and the Complex necessitated by the negligence, vandalism, or misuse by County's employees, invitees, agents, clients, or contractors.

12.8 No Alcohol or Illegal Drugs. County agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises or the Complex by County's agents, employees, contractors, or invitees.

12.9 Non-Discrimination. County agrees that County shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income with respect to use of the Premises. County shall not use the Premises for any religious purposes.

12.10 Rules. County shall comply with all rules and regulations including, but not limited to, all security requirements, which may be or may become applicable to the Premises or the Complex.

12.11 Snow Removal. City shall not provide any snow removal services for the Complex, the Premises, the adjoining sidewalks, or the adjoining parking lot. County may elect to provide such snow removal services at County's cost.

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12.12 Condition on Surrender. Upon the termination of this Agreement, County shall surrender the Premises to City in a comparable condition to the condition of the Premises as of the Effective Date with normal wear and tear excepted.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**AGREEMENT NO. 20311**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**CITY:**

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

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

By: \_\_\_\_\_  
**Commissioner**

**DEPARTMENT OF STREETS AND SANITATION**

By: \_\_\_\_\_  
**Commissioner**

**APPROVED AS TO FORM AND LEGALITY:**  
**DEPARTMENT OF LAW**

By: \_\_\_\_\_  
**Deputy Corporation Counsel**  
**Real Estate Division**

**COUNTY:**

**THE COUNTY OF COOK,**

a Body Politic and Corporate of the State of Illinois

By: \_\_\_\_\_  
President, Cook County Board of Commissioners

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Comptroller

**SHERIFF OF COOK COUNTY**

Thomas J. Dart

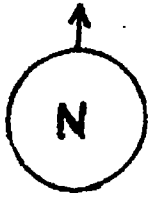
By: \_\_\_\_\_  
Thomas J. Dart


**EXHIBIT A**

**DEPICTION OF PREMISES**

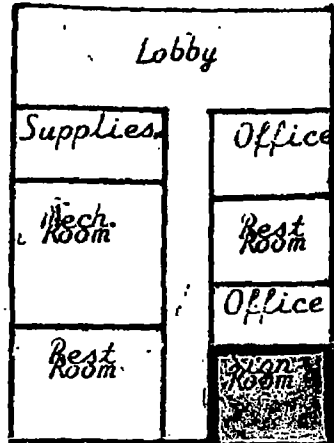
*(Subject to Further Revisions and Corrections)*



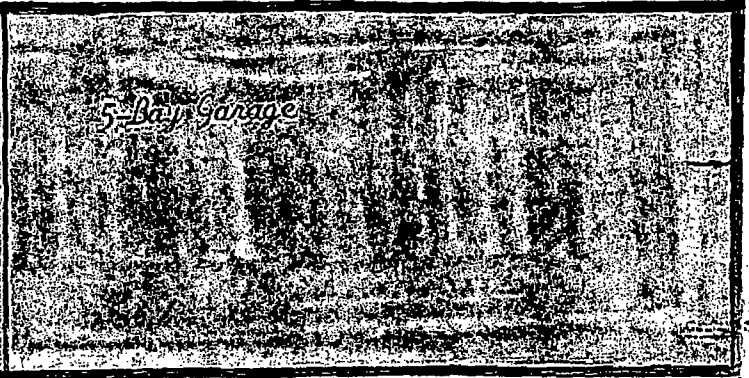


 = The "Premises"

MARLEWOOD AVENUE



Adjoining Parking Lot



36<sup>th</sup> STREET

**3559 South Maplewood Avenue  
Cook County  
Agreement No. 20312**

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