



Very truly yours,

## 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 is authorized to execute a Right of Entry 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 as a bicycle unit office; such Right of Entry Agreement to be approved by the Superintendent of Police, and approved as to form and legality by the Office of the Corporation Counsel in substantially the following form:

#### **RIGHT OF ENTRY AGREEMENT**

This RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of  
**, 2017 (the "Effective Date"), by and between the CITY OF**  
CHICAGO, an Illinois municipal corporation (the "City"), acting by and through its Department of Fleet & Facility Management and its Department of Police, having its principal offices at City Hall, 121 N. LaSalle Street, 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.

#### **RECITALS**

WHEREAS, MPEA owns the McCormick Place convention center located at 2301 South King Drive, Chicago, Illinois 60616, which includes the building known as the McCormick Place Lakeside Center; and

WHEREAS, the City's Department of Police (the "Police Department") is in need of office space to serve as an office for the Police Department's bicycle unit; and

WHEREAS, MPEA has identified 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"), for use by the Police Department; and

WHEREAS, the City seeks access to the Premises for office and storage space by the Police Department's bicycle unit (the "City Use"); and

WHEREAS, MPEA has agreed to grant the City access to the Premises solely for the City Use upon the terms and conditions set forth herein.

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. Grant. Subject to the terms and conditions set forth herein, MPEA hereby grants to the City a right of entry to the Premises for the purpose of allowing the City to perform 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.

3. Term. The term of this Agreement (the "Term") shall begin on the Effective Date and shall end December 31, 2021, unless sooner terminated as set forth in this Agreement.

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4. 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.

5. Indemnification. 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.

6. 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.

7. 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.

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

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

10. 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.

11. 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.

12. 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.

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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.

*(Signature Page Follows)*

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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:  
Commissioner  
Department of Fleet & Facility Management

By:  
Superintendent Department of Police

Approved as to form and legality:

Chief Assistant Corporation Counsel Department of Law

**METROPOLITAN PIER AND EXPOSITION AUTHORITY,**  
an Illinois municipal corporation

By:  
Chief Executive Officer

Approved as to form and legality:

Assistant General Counsel MPEA

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**2301 South King Drive Right of Entry  
Agreement**

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