



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: O2017-2218, Version: 1

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL,
MAYOR

March 29, 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 an ordinance authorizing the execution of a license agreement with Community College District 508.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago (the "City" or "Licensee") 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, Board of Trustees of Community College District No. 508 ("College") is the owner of the Kennedy-King College Dawson Technical Institute campus (the "Premises") located at 3901 South State Street, 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(1) 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 180 days each; and

WHEREAS, the City and College entered into an agreement on January 3, 2017, to permit the City's use of classroom space at the Premises commencing on January 3, 2017 (the "Facilities Use License Agreement"; attached hereto as Exhibit A); and

WHEREAS, the City must terminate the Facilities Use License Agreement effective on July 1, 2017 if the City Council does not approve an extension to the Facilities Use License Agreement, due to the 180-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 its use of the Premises through December 22, 2017, and College has agreed to permit the City's continued use through that date; and

WHEREAS, pursuant to Section 2-51-050(1) of the Municipal Code of Chicago, City Council approval is required for continuation of the term beyond the initial 180-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(1) of the Municipal Code of Chicago regarding the 180-day limit on extensions for right of entry agreements, the City Council authorizes the continuation of the term of the Facilities Use License Agreement through December 22, 2017.

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

EXHIBIT A Use Agreement

[Attached]

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 County of Cook and State of Illinois

FACILITIES USE LICENSE AGREEMENT

CITY OF CHICAGO DEPARTMENT OF POLICE

This Facilities Use License Agreement ("License") is made and entered into this 17th day of June, 2017 (the "Effective Date") by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois on behalf of Kennedy-King College Dawson Technical Institute (hereinafter "Licensor"), a body politic and corporate, and City of Chicago, an Illinois municipal corporation and home rule unit of government whose principal offices are located at 121 North LaSalle Street, Chicago, IL 60602 ("Licensee").

RECITALS

- A. WHEREAS, Licensor has the authority to license the premises described below; and
- B. WHEREAS, Licensee desires to be granted a license to use the described premises as provided herein.

TERMS

In contemplation of the relationship to be established, and for good and valuable consideration, the parties agree as follows:

I. Premises.

- 1 Licensor licenses to Licensee, certain space located at Dawson Technical Institute, 3901 S. State St., Chicago, IL 60609 ("College") and further described in Exhibit A ("Premises"), and the purpose of using the space described in Section 3. All recitals and exhibits referenced herein are incorporated into this License.
- 2 Licensee understands that Premises are part of an educational institution whose primary function is the education of the students. Therefore, all terms and conditions of the License are made with the understanding that the Licensor is not required to, and will not, alter its instructional program or the College in any manner, to accommodate Licensee's presence at the College.
- 3 Nothing in this License shall be construed as creating a right to a specific office, space or location in the Premises. Licensor reserves the right to designate an alternate office, space or location for use of Licensee under this License upon reasonable notice to Licensee. Licensor's students,

S:\LEGALA3 <file:///S:/LEGALA3>. Agreements_Contracts\Dawson\City of Chicago Department of Police.docx:

faculty, staff and visitors will have priority to space according to need, increased student enrollment, and the necessary uses of Licensor.

2. Term. This License shall begin on the Effective Date and end on December 22, 2017.
3. Use of the Premises. Licensee will use and occupy the Premises for the sole purpose of police training. Use of the Premises for any other purpose is expressly prohibited without the Licensor's prior written consent. Violation of this provision shall be cause for termination of this License.
4. Consideration. In consideration for use of the space Licensee shall provide training to police department recruits.
5. Condition of Premises and Repairs; Surrender.
 - 1 Licensee has examined and knows the condition of the Premises and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair of the

Premises have been made by Licensor or its agents prior to or at the execution of the License, that are not herein expressed or endorsed hereon. Licensee shall keep the Premises in a clean, sightly, orderly and healthy condition and in good repair, and shall perform all acts required to maintain the Premises in accordance with applicable statutes, ordinances and other governmental requirements.

- 2 Upon the expiration of the term of this License, or any renewal or extension thereof, Licensee will yield up peaceably the Premises to Licensor in as good order and condition as when the same were entered upon by Licensee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.
6. Alterations, Additions and Improvements. Licensee shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the Premises without first obtaining the written consent of Licensor therefor; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Licensee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Premises, or any part thereof.
7. Service to the Premises. For each service that is to be provided "Licensor" or "Licensee" shall be responsible for the payment of each service as indicated below:

S:\LEGAL\3 <file://S:/LEGAL/3>. AgTeenients_Contracts\Dawson\City of Chicago Department of Police.docx

Licensor

W,

1*5

n n

- Water D Sewer
- Refuse Removal
- Gas
- Electricity
- Heating and Cooling Systems
- Janitorial Service and Supplies Inside the Premises Jj Janitorial Sendee and Supplies
- Outside the Premises Jvi Staff Identification for Licensee employees
- Maintenance and Upkeep
- Lighting Fixtures
- |yi Telephone Installation Service, Billing and Long Distance Charges

Licensee shall furnish and pay for any other services or supplies it desires that are not itemized above, with Licensor's prior, written approval.

8. Licensor's Right of Entry. Licensor shall have the right, upon reasonable notice, to enter upon the Premises to

inspect the same and to make any and all improvements, alterations and additions of any kind upon the Premises.

9. Insurance.

Licensee represents (hat is self-insured for comprehensive general liability, auto liability, and worker's compensation as it relates to the Licensee's use of the Premises. Licensee shall provide a letter of self insurance to Licensor before commencement of the term of this License.

10. Indemnification. Licensee, subject to appropriation and necessary legislative approval, shall indemnify, keep and save harmless the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois/City Colleges of Chicago and its directors, officers, employees, agents, contractors, students and volunteers (individually referred to herein as an ("ndemnified Party") and collectively referred to herein as the ("indemnified Parties")) against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments and costs as consequence of the granting of this License or which may in anyway result therefrom, and Licensee shall at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against an Indemnified Party in any such action, Licensee shall, at his own expense, satisfy and discharge the same. Licensee expressly understands and agrees diat any performance bond or insurance protection required by this License or otherwise

S:\LEGALA3 <file://S:/LEGALA3>. Agreements_Con<tracts\Dawson\City of Chicago Department of Police.docx

provided by Licensee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

This Section does not imply a waiver of the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et. seq. Notwithstanding anything herein to the contrary, the duty of the Licensee hereunder to pay any indemnified claim shall be reduced by the amount the Licensee recovers from any third party regarding such claim.

11. Assignment and Subletting. This License shall not be assigned, subleased, licensed, or mortgaged in whole or in part.
12. Holding Over. Licensee's holding or continued use or occupancy shall be construed as a License from month to month at the same monthly license fee and subject to the same conditions set forth in this License.
13. Condemnation. In the event the Premises, or any part diereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this License shall terminate as to the part so taken, and Licensee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the License, with the license fee payments abated in accordance with the reduced square footage and inconvenience of the loss of other Premises and the presence of repair efforts, or choose to terminate the License without further obligation. Any damages and payments resulting from any public authority taking, damaging or condemnation of the Premises shall accrue to and belong to Licensor, and Licensee shall have no right to any part thereof.
14. Destruction. If at any time during the term of this License, or any extension or renewal thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then this License shall terminate as to the part so destroyed, and Licensee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to eidier continue with the License, with the payments abated in accordance widi the reduced square footage and inconvenience of the loss of other Premises and the presence of repair efforts, or choose to terminate the License without further obligation. However, if Licensee chooses to remain in the Premises but Licensor elects not to rebuild or repair said Premises, Licensor shall so notify Licensee by written

notice within the period of 30 days after the damaging event, and thereupon this License shall terminate without further obligation by Licensee.

15. Termination.

- 1 Termination for Convenience - Either party upon thirty- (30) days prior written notice to the non-terminating party may terminate this Agreement.
- 2 Termination for Default - Subject to Section 15.1 above, if Licensee fails to pay license fee as required by the terms of this License, Licensor,

S:\LEGAL\3 <file://S:/LEGAL/3>. Agreements_Contracts\Dawson\City of Chicago Department of Police.docx

after providing thirty- (30) days written notice and an opportunity for Licensee to remedy the situation, shall have the right to terminate this License in accordance with the terms of this License and applicable law.

16. Waiver. The failure of either party to exercise any of its rights under this License for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

17. Binding on Heirs, Successors, and Assigns. This License shall be binding upon and inure to the benefit of the successors, personal representatives, and permitted assigns of Licensor and Licensee.

18. Entire License. This License (and its exhibits and attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in a writing signed by both parties.

19. Inspector General. It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws. At all times, the Inspector General shall be granted access to any building or facility that is owned, operated, or leased by the City Colleges of Chicago.

20. Notice. Notices regarding this License shall be sent first class, postage pre-paid, registered or certified mail, return receipt requested, to the following persons or to any successor designated by either party in writing:

For Licensor:

City Colleges of Chicago Office of the General Counsel Attn: Eugene L.
Munin 226 West Jackson Blvd., 14th Floor Chicago, IL 60606

For Licensee:

City of Chicago Department of Police 3510 S. Michigan Ave. Chicago,
IL 60653 Attn: Bonnie Amado Telephone: 312-745-5788.

with a copy to:

S:\LEGAL\3 <file://S:/LEGAL/3>. Agreements_Contracts\Dawson\City of Chicago Department of Police.docx

Department of Fleet & Facility Management
City of Chicago
30 N. LaSalle Street, Suite 300
Chicago, IL 60602
Attn: Stephen Stults
Telephone: 312-742-5282

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

21. Covenants Regarding Use.

21.1 Licensor covenants and agrees:

- 1 To maintain the Premises in condition fit for their intended use and to make all necessary repairs of which Licensor is aware, including adequate heat and water, and a sound physical structure;
- 2 To maintain the grounds and remove the rubbish;
- 3 To provide the use of certain furniture and personal property placed by Licensor in the Premises during the course of this License for the benefit of Licensee and its employees.

21.2 Licensee covenants and agrees:

- 1 Licensee shall not consume, possess, exhibit, sell or offer for sale, nor permit its agents, employees, guests or invitees to consume, possess, exhibit sell or offer for sale, any alcoholic or intoxicating beverages on or around the Premises.
- 2 Licensee shall fully comply with all applicable laws, ordinances and governmental regulations and shall not make any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Premises building or building complex.
- 3 Licensee understands that under the Illinois Firearm Concealed Carry Act, individuals, even licensed firearm owners with a concealed carry permit, are prohibited from carrying or storing a firearm or weapon on City Colleges of Chicago property. Notwithstanding the foregoing, sworn officers of the Chicago Police Department are permitted to carry a firearm.
- 4 Licensee shall not display, inscribe, paint, print, maintain or affix on any place in or about the exterior of the Premises, building or

S:\LEGALA3 <file://S:\LEGALA3>. Agreements_Contracts\Dawson\City of Chicago Department of Police.docx

building complex any sign, notice legend, direction, figure or advertisement unless Licensee has in each instance, first obtained the written consent of Licensor, or such person or persons as Licensor may from time to time, designate in writing.

- 5 Licensee shall, at its own cost and expense, procure each and every permit, license, certificate or other authorization and any renewals, extensions or continuances of the same required in

connection with the lawful and proper use of the Premises.

6 Licensee shall enforce any "No Smoking" rules and regulations applicable to the Premises.

7 All property situated in the building or the Premises and belonging to Licensee, its agents, employees or invitees or any occupant of die Premises shall be situated there at the risk of Licensee, and Licensor shall not be liable for any damage, theft, misappropriation or loss of such property.

8 Children may not be left unattended and must be supervised at all times while on Board property.

22. Independent Contractor. At is mutually agreed and understood that neither party nor their employees, officers, agents or contractors are employees of the other and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

23. Access.

1 Licensee shall have, at all times during the terra of this License, a nonexclusive right of ingress and egress to and from the Premises through, over and upon such areas of College complex as may be designated, from time to time, in writing, by College ("Access Area"). The Access Area shall include any office space designated by College. Licensee shall not enter, or permit any of its contractors, agents, employees, guests or invitees to enter areas of the College other tiian die Premises and the Access Area, without, in each instance, first obtaining the prior written consent of the College President or the President's designee. Licensee shall lake all measures necessary to prevent any of its contractors, agents, employees, guests or invitees from entering areas of College building or complex other than Premises and the Access Area.

2 Licensee has the right of reasonable ingress and egress to the Premises and to parking facilities. Nothing in this agreement shall be construed as a guarantee of available parking. Licensor's students, faculty, staff and visitors will have priority to available spaces according to need, increased student enrollment, and the necessary uses of Licensor.

S:\LiGAL\3 <file:///S:/LiGAL/3>. Agrcements_Contracts\Da\vson\City of Chicago Department of Police.docx

24 Taxes. Licensee shall be responsible for any and all property taxes or leasehold taxes assessed on this property as a result of this License.

25 Compliance -with Law. Licensor is a body politic and corporate, created under the Illinois Public Community College Act (110 ILCS 805/1-1, et seq.). During the Term, Licensee, at its sole expense, shall observe and comply with all federal, state and local laws, rules, ordinances and regulations related to this Agreement, including, but not limited, to die Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago with any amendments diereafter as well as the Licensor's respective collective bargaining agreements. Licensee shall also be responsible for compliance with the City Colleges of Chicago Debarment Policy.

26 Governing Law: Forum. This License shall be governed by and construed under the laws of the State of Illinois, which shall be the forum for any lawsuits arising under this License or incidental hereto.

SAIJEGALV5. Agreements_Contracts\Dawson\City of Chicago Department of Police.docx

IN WITNESS WHEREOF, the authorized representative of the parties have executed this License as of the date written above.

LICENSOR

Board of Trustees of Community College District 508, County of Cook and State of Illinois

By:

Arshelc s/cve^ President, Kennedy-King College
City of Chicago, an Illinois municipal corporation and home rule unit of government

By:

DavidjKcynolds /
Commissioner, Department of Fleet & Facility Management

APPROVED AS TO LEGAL FORM:

Eugene L. Lunin General Counsel

(ddt>

APPROVED AS TO FORM AND LEGALITY:

By: YK^La

Lisa Misher
Chief Assistant Corporation Counsel, Department of
Law

S:\LEGAlA3 <file:///S:/LEGAlA3>. Agi-ceitK::ts_CoiUracts\Dawson\Ci:y oi"Chicago Ocpai lineal of l'oliec.docx
ExHiarrA Facilities Use Information Sheet

Permittee Information: (Fitnc (kx and completely anjw tht foHowlnt])

City of Chicago - Department of Police

3510 S. Michigan Avenue
Chicago, IL 60553
Bonnie Amedo
(312)745-5768
Bonnie Amado
NA
Dawson Technical Institute - Rooms 237 & 301
Police Training
January 3,2017 - December 22,2017
From: 8:00AM To: 4:00PM

Organization Name Address City, State,Tip Contact Person Telephone number Authorised Signature Name/Title Fax

Number FactHUM Requested Nama/Tttle of Event Datcfc) requested
Mondays- Fridays

Days) of uiefewmpte Mon, rues, efcj Time of day facility wfl be used •
150
Police Training

Expected number of attendees Purpose of use (short description)

Brief description of materials to be distributed by Permittee

Fee to be paid by Permittee
Will tee be charged to attendees? fl/je* &*szjj foe tmowiand K-atco tor /#<r;

Explanation for fees charged
Elected Officials and/or Media Presence at Event (tire. e'e»w £"w tunes ».kj mm)*
Person at Cotloge/Oistiltc Office, coordinating event

f n
Clict< here to enter test.

S0.00

Amount: \$ Click hereto enter to*L

Fees Waived

Name & Title:

Slltte Lee

Click here to enter test

-2Ml

Signature oroitector of Auxiliary Services

S:\LEGAL\3 <file://S:/LEGAL/3>. Agrccments_Con(racts\Dawson\City of Chicago Department of Police.docx