



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
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## Legislation Text

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**File #:** O2017-5553, **Version:** 1

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**Type: Title:**

**Committee(s) Assignment:**

Pawar (47) Villegas (36) Ordinance

Amendment of Municipal Code Section 2-20-020 by updating licensing regulation on service providers at Chicago O'Hare and Chicago Midway International Airports Joint Committee: Aviation; Workforce Development and Audit

**OFFICE OF THE MAYOR**

CITY OF CHICAGO

RAHM EMANUEL MAYOR

July 26, 2017

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith, together with various aldermen an ordinance updating the license for Service Providers at O'Hare and Midway International Airports.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns and operates an airport commonly known as Chicago O'Hare International Airport ("O'Hare") and an airport commonly known as Chicago Midway International Airport ("Midway," and together with O'Hare, "Airports"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, the Airports provide vital services to the traveling public, to the air carriers operating at the Airports, and to the economy of the City; and

WHEREAS, the City, as the operator of the Airports, has the right to establish fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airports; and

WHEREAS, successful operation of the Airports requires that certain users of the Airports ("Service Providers") contract with airlines or other tenants to provide a variety of services, including, but not limited to: (1) ramp services, such as (a) baggage handling, (b) aircraft loading and unloading, and (c) aircraft cooling and heating; (2) passenger services, such as (a) wheelchair services and (b) baggage sorting and management; (3) into-plane fueling; (4) interior aircraft cleaning; (5) security for air carriers; (6) food and beverage preparation, inspection, and delivery to aircraft; (7) aircraft maintenance; (8) limited terminal services, such as (a) passenger check-in and ticketing, (b) Skycap services, and (c) queue management; and (9) deicing ("Services"); and

WHEREAS, airlines covered by the Railway Labor Act who provide Services are already parties to use and lease agreements and other agreements with the City at the Airports and so are excluded from the definition of Service Providers; and

WHEREAS, the City has both the right and responsibility to require that Service Providers which use either of the Airports will comply with certain minimum standards and will meet minimum qualifications for providing the "Services"; and

WHEREAS, the City has both the right and responsibility to require that Service Providers will indemnify the City for their operations and provide proof of adequate insurance coverage; and

WHEREAS, the City has both the right and responsibility to require that Service Providers will adhere to all applicable federal, state, and local government laws, rules, and regulations relating to the Airports and airport operations; and

WHEREAS, labor disputes involving Service Providers at the Airports would impede the efficient and orderly provision of these critical Services to the traveling public; and

WHEREAS, in an ordinance adopted by the City Council of the City of Chicago ("City Council") on June 9, 1993 ("1993 Ordinance"), the Commissioner of Aviation was authorized to grant permits and promulgate rules and regulations relating to the Services at the Airports, and the 1993 Ordinance included, as an exhibit, the form of permit; and

WHEREAS, the form of permit approved in the 1993 Ordinance was updated and replaced in an ordinance adopted by the City Council on March 12, 2008 ("2008 Ordinance"), and the 2008 Ordinance included, as an exhibit, the updated form of permit; and

WHEREAS, the City now desires to replace the form of permit authorized in the 2008 Ordinance with the form of Certified Service Provider License Agreement ("License"), attached to this ordinance as Exhibit A; and

WHEREAS, the City, as the operator of the Airports, seeks to require Service Providers to obtain Licenses to provide Services at the Airports in order to ensure airport safety and security; optimize the use of Airport facilities, including airfield space; eliminate congestion on the airfield; improve vehicle and equipment safety; and maintain a high quality of customer service to the traveling public at the Airports; and

WHEREAS, the City, as the operator of the Airports, seeks to reduce the potential for labor-related disruptions at the Airports by requiring Service Providers, as a condition of their License, to agree to enter into agreements with labor organizations representing or seeking to represent their employees, upon request, which prohibit the labor organizations and their members from engaging in picketing, work stoppages, boycotts, or other means of dispute resolution that interfere with a Service Provider's ability to conduct uninterrupted business operations at the Airports; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The form of permit approved in the 2008 Ordinance, which replaced the form of permit approved in the 1993 Ordinance, is hereby replaced with the form of License, attached to this ordinance as Exhibit A.

SECTION 3. The Commissioner is authorized to grant licenses to any qualified Service Providers serving one or more of the Airports in substantially the form attached hereto as Exhibit A.

SECTION 4. The Commissioner is authorized to make such amendments and modifications to the form of License attached to this ordinance as Exhibit A as the Commissioner may determine to be reasonable or necessary from time to time, including to

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reflect changes in federal, state, or local laws, statutes, ordinances, executive orders, rules, or regulations; to reflect changes in the Services industry; to reflect changes in airport operations; or so as to promote airport safety, security, efficiency, or physical integrity.

SECTION 5. The Commissioner is further authorized to take such actions, including the promulgation of standards, rules, and regulations, as may be reasonably necessary to ensure that the Services are conducted in a first class manner and in such a manner so as to promote airport safety, security, efficiency, or physical integrity.

SECTION 6. Section 2-20-020 of the Municipal Code of Chicago is hereby amended by inserting the underscored language and deleting the struck-through language, as follows:

### **2-20-020 Commissioner - Appointment, powers and duties.**

There is hereby created the office of ©Commissioner of aAviation. He or she shall be appointed by the mMayor, by and with the advice and consent of the ©City ©Council. He or she shall have the management and control of the design, construction, operation and maintenance of all public airports owned or operated by the ©City ("for purposes of this section. "Public Airports"). The ©Commissioner's powers and duties shall include those set forth in this chapter and

Chapter 10-36 of this Code.

The Commissioner is authorized to regulate, by license, permit or other regulatory structure, persons who provide services to airlines and other tenants at Public Airports, and to establish rules to administer and enforce such regulatory structures, including the imposition of a reasonable fee. For purposes of this paragraph, non-limiting examples of "services" include: (1) ramp services, such as fa) baggage handling, fb) aircraft loading and unloading, and (c) aircraft cooling and heating; (2) passenger services, such as fa) wheelchair services and fb) baggage sorting and management; (3) into-plane fueling; f4) interior aircraft cleaning; f5) security for air carriers; f6) food and beverage preparation, inspection, and delivery to aircraft; f7) aircraft maintenance; f8) limited terminal services, such as fa) passenger check-in and ticketing, fb) Skycap services, and fc) queue management; and (9) deicing.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval.

reflect changes in federal, state, or local laws, statutes, ordinances, executive orders, rules, or regulations; to reflect changes in the Services industry; to reflect changes in airport operations; or so as to promote airport safety, security, efficiency, or physical integrity.

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SECTION 6. Section 2-20-020 of the Municipal Code of Chicago is hereby amended by inserting the underscored language and deleting the struck-through language, as follows:

**2-20-020 Commissioner - Appointment, powers and duties.**

There is hereby created the office of Commissioner of Aviation. He or she shall be appointed by the Mayor, by and with the advice and consent of the City Council. He or she shall have the management and control of the design, construction, operation and maintenance of all public airports owned or operated by the City (for purposes of this section, "Public Airports"). The Commissioner's powers and duties shall include those set forth in this chapter and Chapter 10-36 of this Code.

The Commissioner is authorized to regulate, by license, permit or other regulatory structure, persons who provide services to airlines and other tenants at Public Airports, and to establish rules to administer and enforce such regulatory structures, including the imposition of a reasonable fee. For purposes of this paragraph, non-limiting examples of "services" include: (1) ramp services, such as (a) baggage handling, fb) aircraft loading and unloading, and (c) aircraft cooling and heating; (2) passenger services, such as fa) wheelchair services and fb) baggage sorting and management; f3) into-plane fueling; f4) interior aircraft cleaning; f5) security for air carriers; (6) food and beverage preparation, inspection, and delivery to aircraft; f7) aircraft maintenance; f8) limited terminal services, such as fa) passenger check-in and ticketing, fb) Skycap services, and fc) queue management; and (9) deicing.

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SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval.

**CHICAGO CITY COUNCIL CO-SPONSOR ADDITION /CHANGE**

Document No.: 03011 ~-5Sh>3

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PATRICK J. O'CONNOR, Chairman  
Committee on Workforce Development and Audit

Final copies to be filed with:

- Chairman of Committee to which legislation was referred
- City Clerk

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# EXHIBIT A

## CERTIFIED SERVICE PROVIDER LICENSE AGREEMENT

**BETWEEN CITY OF CHICAGO AND**

**AT**

## INTERNATIONAL AIRPORT

### 1

*DRAFT-SUBJECT TO CITY REVISION (JULY 25, 2017)*

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**CERTIFIED SERVICE PROVIDER LICENSE AGREEMENT BETWEEN THE  
CITY OF CHICAGO AND  
FOR  
ENTRY ONTO AND USE OF THE AIRPORT  
AT" INTERNATIONAL AIRPORT**

This CERTIFIED SERVICE PROVIDER LICENSE AGREEMENT ("License") is made and entered on \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF CHICAGO (the "City"), a municipal corporation of the State of Illinois, acting by order of and through its Commissioner of Aviation ("Commissioner"), and \_\_\_\_\_ ("Licensee"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Illinois.

The parties hereto, for and in consideration of the covenants and conditions hereafter contained to be kept and performed, DO HEREBY AGREE AS FOLLOWS:

**ARTICLE 1. SPECIFIC TERMS AND PROVISIONS**

Section 1.1. Licensee's Services. As a Certified Service Provider ("CSP"), Licensee agrees to provide the services, described and set forth in Exhibit A ("Scope of Services") ("Services") in strict compliance with the conditions and specifications contained under the Certified Service Provider Program ("CSPP"). Licensee shall provide such Services to its airline(s), or other client(s), at International Airport (" " or the "Airport") on a non-exclusive basis.

Section 1.2. Term of License. The term of this License shall commence on , 20 , and terminate no later than , 20 (the "Term"), subject, however, to prior termination, with or without cause, by either party, upon giving to the other a thirty (30) day advance written notice thereof and further subject to prior termination as provided herein.

Section 1.3. Incorporation by Reference. It is expressly understood and agreed that the Certified Service Provider Program Requirements, including all forms, plans, specifications, and addenda thereto ("CSPP Requirements"), attached hereto as Exhibit B, and the Licensee's submitted documents, including all applications and responses required for certification under the CSPP and all forms, plans, specifications, and addenda thereto ("Submitted Documents"), attached hereto as Exhibit C, shall constitute and are hereby incorporated, and made a part of this License. Each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Licensee also expressly acknowledges that this License is based upon the performance requirements in the CSPP. If there is a conflict between the City's CSPP Requirements and the Licensee's agreement(s) with its airline(s) or other client(s), the City's CSPP Requirements will prevail.

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#### **Section 1.4. Payments to City.**

1. Fees. For the license rights, granted therein, Licensee shall pay to the City a nonrefundable Application Fee at a rate determined by the Commissioner.

2. Payment. All fees and compensation payable hereunder shall be paid to the City of Chicago, CDA, 10510 West Zemke Road, Chicago, Illinois, 60666, unless and until the City designates, in writing, some other party or place to receive fees and compensation. All payments shall be made in legal tender of the United States.

3. The City reserves the right, power, and duty to fix, determine, revise, and readjust all fees and charges required under the CSPP at any time throughout the Term of this License.

#### **Section 1.5. Notice.**

1.5.1. Notice to City. Written notices to the City hereunder shall be sent to the Commissioner with a copy to the City's Corporation Counsel ("Corporation Counsel"), and must be given by registered or certified mail, postage prepaid, and addressed to:

**Commissioner Department of Aviation 10510 West Zemke Road Chicago, Illinois 60666**  
**Corporation Counsel Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602**

or to such other address, including electronic means, as the City may designate by written notice to Licensee.

1.5.2. Notice to Licensee. Written notices to Licensee hereunder shall be given by registered or certified mail,

postage prepaid, and addressed to:

**[Insert address for Licensee.]**

or to such other address, including electronic means, as Licensee may designate by written notice to the City.

1.5.3. All such notices, except as otherwise provided herein, may either be delivered personally to the Commissioner with a copy to the Corporation Counsel, in the one case, or to Licensee in the other case, or may be deposited in the United States mail, properly addressed as foresaid with postage fully prepaid by certified or registered mail, return receipt requested. Such notice shall be effective immediately, if personally delivered, or five (5) days after deposit in the mail. Such notice may also be delivered by a nationally recognized overnight commercial courier service that requires the recipient's signature for delivery, and shall be effective on the date of delivery by such courier.

Section 1.6. Subcontracting. During the Term of this License, Licensee shall not subcontract any certified services to a service provider that does not have a valid CSP License

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Agreement with the City. In the event Licensee does subcontract any certified services to another CSP, Licensee will provide written notice to the City at least ten (10) days prior to the effective date of such an agreement, in accordance with the notice procedures in Section 1.5 herein. Such notice will include a copy of the subcontractor's CSP License Agreement.

## ARTICLE 2. STANDARD TERMS AND PROVISIONS Section 2.1. Limitations on

### Use of the Airport.

1. Licensee shall not use the Airport, nor any portion thereof, for any purpose other than that set forth above, in Article 1 herein and in Exhibit A, without first having had and obtained the written consent of the Commissioner, which consent may be withheld in the Commissioner's sole discretion.

2. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport. Licensee agrees not to make any claim or institute legal action against the City under any theory of recovery for any interference with Licensee's use and enjoyment of the Airport which may result from noise emanating from the operation of aircraft to, from, or upon the Airport, except for claims or actions brought by third parties against Licensee arising from City's operation of the Airport.

3. Licensee, by accepting this License, agrees for itself and its successors and assigns that it will not make use of the Airport in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to such operations. In the event the aforesaid covenant is breached, the City reserves the right to take all action it deems necessary to cause the abatement of such interference at the expense of Licensee.

4. Licensee shall conduct its operations on the Airport in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises at the Airport, including, but not limited to, the emanation from the Airport of noise, vibration, movements of air, fumes, and odors.

5. Licensee is prohibited from installing or using any wireless workstations, access control equipment, wireless internet servers, application or system software such as transceivers, modems, or other interface units that access frequencies from 2.0 Gigahertz to 6.0 Gigahertz, inclusive, without first obtaining written approval from the Commissioner.

6. Licensee has no rights under this License to install or use any antennae or telecommunications equipment on the roof or exterior of any building or structure on the Airport, unless such installation or use is directly related to the conduct of Licensee's business and in full compliance with the City's permit process and telecommunications policies as they may be

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modified from time to time at the sole discretion of the Commissioner. Licensee may not license or sublicense to others the right to install or use antennae or other telecommunications equipment on the Airport.

### **Section 2.2. Default and Right of Termination.**

1. In the event Licensee fails to abide by the terms, covenants, and conditions of this License, including, but not limited to, any violation of the terms and conditions contained in the CSPP Requirements, the City may give Licensee written notice to correct the defect or default, and if the same is not corrected in accordance with the City's notice and within the timeframe designated by the City in such notice, the City may terminate this License forthwith.

2. In case of the bankruptcy of Licensee, or appointment of a receiver for Licensee, or if a receiver is appointed to take possession of Licensee's business operations as a result of any act or omission of Licensee, or if Licensee makes an assignment of this License for the benefit of creditors, the City, at its election, may, without notice, terminate this License.

3. Cross Default. A material default or breach of the terms of any other lease, license, permit, or contract held by Licensee with the City shall constitute a material breach of the terms of this License and shall give the City the right to terminate this License for cause in accordance with the procedures set forth herein.

4. Notwithstanding anything herein to the contrary, either party may terminate this License, with or without cause, upon thirty (30) days advance written notice to the other party.

### **Section 2.3. License Rights.**

1. The City grants to Licensee, during the Term and on a non-exclusive basis at the Airport, the right to conduct the Services. It is understood that the City will not require any of the users of such type of Services to use Licensee.

2. This License does not include the right or privilege to deliver petroleum products, including aviation fuels, lubricants, and/or solvents, to Airport premises. In order to deliver petroleum products to the Airport, including aviation fuels, lubricants, and/or solvents, a fuel delivery permit is required to be obtained from the City authorizing the person(s) to conduct such business at the Airport.

3. This License does not include the right or privilege to conduct any business or activity other than the Services. Licensee does not have the right to enter onto the restricted area of the airfield, unless in possession of, and fully compliant with, a valid CDA Motor Vehicle Operating-Permit, and is acting in accordance with the O'Hare and Midway International Airports Ground Vehicle Operation Regulations. In order to conduct any activity other than that

specifically provided for herein, Licensee will be required to obtain separate authorization through the appropriate license, permit, or agreement authorizing such activity.

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Section 2.4. Insurance. Licensee shall, at its own expense, procure and maintain insurance in force at all times during the Term of this License, or any renewal thereof, with a company acceptable to the City, with such coverages and limits as may be reasonably directed by the City's Risk Manager and as set forth in the CSPP Requirements, for each Airport and each category of CSP-regulated services to be provided by Licensee.

**Section 2.5. Indemnification.**

1. Licensee agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees, contractors, consultants and representatives (the "City Indemnified Parties"), to the maximum extent allowed by applicable statutes and case law, from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property (collectively, the "Claims"), arising out of or relating to: (a) the tortious acts or omissions of the Licensee or its employees, contractors, subcontractors, agents, vendors, invitees (excluding passengers), and other parties under Licensee's direction or control that come onto the Airport arising out of or relating to Licensee's use of the Airport ("Associated Parties"); (b) the Licensee's or its Associated Party's use or occupancy of the Airport; (c) the violation by the Licensee of any agreement, warranty, covenant or condition of this License; of any other contract or agreement between Licensee and the City; or of any law, ordinance, regulation or court order affecting the Airport; (d) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by Licensee or its Associated Parties, or obligations imposed upon the Licensee or its Associated Parties, pursuant to this License.

2. Licensee also will, at its own cost and expense, defend all such Claims, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Licensee will reimburse the City Indemnified Parties for all such costs and expense.

3. Without limiting the foregoing, the Licensee also agrees to defend, indemnify and hold harmless the City Indemnified Parties (a) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of the injury or death of any employee of the Licensee; and (b) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may arise out of the operations of the Licensee.

4. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City or a City Indemnified Party that would exist at common law or under other provisions of this License, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this License.

5. For the avoidance of doubt. Licensee shall be liable for any loss or damage to any personal property or equipment of Licensee, its agents, servants, employees or officials.

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2.5.6. Licensee waives the right of contribution, and subrogation against the City Indemnified Parties.

## **Section 2.6. Environmental Matters.**

2.6.1. Definitions. For the purposes of this License, the following definitions will apply to environmental matters:

"Associated Party(ies)" shall have the meaning set forth in Section 2.5 above.

"Contaminant" shall mean any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Discharge" shall mean leaking, spilling, pouring, depositing or otherwise Disposing of Hazardous Substances or Other Regulated Material into land, wetlands or Waters, now or in the future.

"Dispose", "Disposal" or "Disposing" and variants thereof means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Hazardous Substance or Other Regulated Material into or on any land or water so that such Hazardous Substance or Other Regulated Material or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

"Environmental Law(s)" shall mean any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"NPDES" shall mean the National Pollutant Discharge Elimination System.

"Other Regulated Material" shall mean any Waste, Contaminant, or any other material regulated under Environmental Law, not otherwise specifically listed or designated as a Hazardous Substance, that is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any

polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, or is a hazard to the environment or to the health or safety of persons.

"Release" or "Released" means, any spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping, or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

"Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess, or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

"Waste" includes those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"Waters" has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

2.6.2. Licensee Representations, Warranties, and Covenants. Licensee represents, warrants, and covenants the following:

2.6.2(a) Licensee has obtained and throughout the term of this License shall obtain, regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the term of this Licensee. Licensee shall ensure that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to its and their use of and operations at the Airport.

2.6.2(b) Licensee shall comply and shall ensure that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Airport.

2.6.2(c) Licensee shall not conduct its operations at the Airport during the Term of this License so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

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i. any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;

ii. any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Licensee or its Associated Parties at the Airport;

iii. any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of the City exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to the City, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;

iv. any Release, Discharge or Disposal to soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or

v. any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport.

2.6.2(d) Licensee shall, and ensure that its Associated Parties, handle, use, store, Dispose of, transport, or otherwise manage, and shall ensure that its Associated Parties handle, use, store, Dispose of, transport, or otherwise manage any Hazardous Substance or Other Regulated Material at the Airport during the Term of this Licensee in a lawful manner. Without limiting the foregoing, Licensee shall not conduct and shall ensure that its Associated Parties do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and in compliance with any de-icing policies and practices as may be adopted by the City, including, but not limited to, the applicable provisions in the CSPP Requirements.

2.6.2(e) Licensee shall be, and ensure that its Associated Parties are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Licensee or its Associated Parties, or resulting from Licensee's use, activities, and operations, at the Airport during the term of this License, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Licensee shall ensure that either Licensee or its appropriate Associated Party(ies) signs such documents. Licensee shall be responsible for the proper removal, transportation, and Disposal of Hazardous Substances or Other Regulated Material confiscated by the Transportation Security Agency ("TSA") or the City, but only with respect to such Hazardous Substances or Other Regulated Material obtained from Licensee's passengers' checked baggage.

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2.6.2(f) If Licensee or its Associated Parties cause, unlawfully allow or contribute to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material at the Airport in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Law including the O'Hare Spill Response Guide, Licensee shall report such Release, Discharge or Disposal to the appropriate governmental authorities in compliance with applicable Environmental Law, including the O'Hare Spill Response Guide. Licensee shall ensure that its Associated Parties report any Release or Discharge in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said third party cause, unlawfully allow or contribute to a Discharge or Release of a Hazardous Substance or Other Regulated Material in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

2.6.2(g) Licensee acknowledges that the City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Licensee shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its Associated Parties conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Licensee acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines under Environmental Laws. Licensee shall minimize the exposure to storm water of materials generated, stored, handled, or used by Licensee or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and make them available to the City upon reasonable request. Licensee further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to the City and timely provided to Licensee applicable to

the Licensee are incorporated by reference into this License to the extent affecting Licensee's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Licensee's reasonable cooperation to assure the City's compliance therewith. The City shall provide advance notice to Licensee of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to the City which may affect Licensee's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Licensee's reasonable cooperation to assure the City's compliance therewith.

2.6.2(h) Obligations of Licensee under this Section 2.6 shall be cumulative and in addition to, and not in lieu of, any other obligations concerning environmental matters to which Licensee is subject elsewhere in this License, under Environmental Laws or any other contract or agreement relating to environmental matters.

#### 2.6.3. Information to be Provided to the City.

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2.6.3(a) If Licensee receives any written notice, citation, order, warning, complaint, claim or demand regarding the Licensee's use or operations of the Airport during the term of this License pursuant to this License that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

i. concerning any alleged Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material by Licensee or by its Associated Parties; or

ii. alleging that Licensee or any of its Associated Parties is the subject of an Environmental Claim or alleging that Licensee or any Associated Party is, or may be, in violation of any Environmental Laws; or

iii. asserting that Licensee or any such third party as identified in subsection (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

Licensee shall promptly, but not later than five (5) business days after Licensee's receipt, inform the City in writing of same, including a copy of such notice received by Licensee.

2.6.3(b) Licensee shall simultaneously provide to the City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

i. Licensee's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Airport pursuant to this License, or

ii. any Release or Discharge arising out of the past or present operations at the Airport by Licensee or its Associated Parties pursuant to this License.

#### 2.6.4. Licensee's Environmental Response and Compliance Obligation.

2.6.4(a) Without limiting the indemnity obligations herein, if, during the term of this License, Licensee or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O'Hare Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Airport pursuant to this License, Licensee shall perform or

cause to be performed the following:

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- i. notify the O'Hare Communications Center ("OCC") of such Release, Discharge, or Disposal as required by and in accordance with the O'Hare Spill Response Guide and applicable Environmental Laws;
- ii. report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;
- iii. promptly Respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;
- iv. promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;
- v. promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and
- vi. promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to the City.

2.6.4(b) Any remedial or other activity undertaken by Licensee under this Article shall not be construed to impair Licensee's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this License.

2.6.5. The City's Rights to Ensure Licensee Compliance with Environmental Response and Compliance Obligations.

2.6.5(a) If, as is reasonably determined by the City, Licensee, Licensee's Associated Parties or their Associated Parties:

- i. do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under Section 2.6.4, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or
- ii. do not perform or complete appropriate reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is responsible under Section 2.6.4 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable the City to meet its obligations under Environmental Laws (subject to

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the condition that, in the case of both subsection (i) and (ii) above, the City must first provide reasonable advance written notice to Licensee of Licensee's failure to comply with such obligations and a reasonable opportunity for Licensee to cure such failure to comply by Licensee initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible), then the City or its authorized contractor, in addition to its rights and remedies described elsewhere in this License and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action the City reasonably deems necessary to meet Licensee's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 2.6.4. In addition to notice and opportunity to cure as set forth in subsection (ii) above, the City shall provide Licensee with its plan to perform such work for Licensee's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not possible. Such action taken by the City consistent with the requirements of this License shall be at Licensee's expense, plus administrative expenses of the greater of five hundred dollars (\$500.00) or 25% of all costs incurred by the City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report! or Response action performed in accordance with applicable Environmental Laws.

2.6.6. Survival of Environmental Provisions. Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Licensee, are intended to and shall survive termination of this License.

## **Section 2.7. Aviation Security.**

1. This License is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City (see Section 2.7.5).

2. Licensee, subcontractors, and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary.

3. Licensee, subcontractors, their respective employees, invitees, and all other persons under the control of Licensee are subject to regular and/or random screening of personnel, vehicles, toolkits, or other containers at any time or location while performing services at the Airport pursuant to this License during the Term of this License.

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4. Licensee, subcontractors, their respective employees, invitees, and all other persons under the control of Licensee must comply strictly and faithfully with any and all rules, regulations, and directions which the Commissioner, the FAA, or the TSA may issue from time to time during the Term of this License with regard to security, safety, maintenance, and operation of the Airport, and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

5. • Airport Security Badges.

As part of airport operations and security, Licensee must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Licensee has control, which must be visibly displayed at all times while at the Airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his or her discretion, including but not limited to name, address, and date of birth (and for vehicles, driver's license and appropriate stickers). Licensee is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or the Commissioner's designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his or her sole discretion. Licensee must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Licensee will be jointly and severally liable for any fines imposed on its employees or its subcontractors' employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display their Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of

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Illinois, City of Chicago and the Department of Aviation, including the O'Hare and . Midway International Airports Ground Vehicle Operation Regulations. The operator must be in possession of a valid. State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. Licensee's personnel who function as supervisors, and those that escort Licensee's equipment/operators to their designated worksites, may be required to obtain an added multi-area access designation on their personnel Airport

Security Badge which must also be displayed while on the AOA.

6. *In addition to the foregoing, gates and doors that permit entry into restricted areas at the Airport must be kept locked by Licensee at all times when not in use or under Licensee's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied. ,*

7. Licensee shall cooperate with the City to maintain and improve Airport security, and shall cooperate in investigations of violations any laws, ordinances, rules, and regulations of any federal, state, and/or local governmental entity regarding airport and airfield security. Licensee shall provide necessary assistance to, and cooperate with, the City in case of any emergency. Licensee shall, upon request, provide the City relevant information which will enable the City to provide efficient and effective management in response to any airport or airfield emergency.

8. All civil penalties levied by the TSA for violation of TSA regulations pertaining to security gates or doors controlled or used by Licensee shall be the sole responsibility of Licensee. Licensee agrees to indemnify the City for any federal civil penalty amounts the City must pay due to any security violation arising from the breach of any obligation imposed by this Section. Licensee is also responsible for the City's attorney's fees and costs.

#### Section 2.8. Assignments and Encumbrances.

2.8.1. Licensee shall not, in any manner, assign, transfer, or encumber this License, or any portion thereof or any interest therein, nor shall Licensee license or otherwise authorize the use of, in whole or in part, the rights granted by this License, without the prior written consent of the Commissioner. Any attempts to assign, transfer, or encumber this License, or any licensing or authorizing the use of, in whole or in part, the rights granted by this License, shall be void and shall confer no right, title, or interest in or to this License, upon any such assignee, transferee, or

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encumbrancer. Consent to one assignment, transfer, or encumbrance shall not be deemed to be a consent to any subsequent assignment, transfer, or encumbrance. This License shall not, nor shall any interest therein, be assignable as to the interest of Licensee by operation of law without the prior written consent of the Commissioner.

2. For purpose of this License, the terms "transfer" and "assign" shall include, but is not limited to, the following: (i) if Licensee is a joint venture-, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Licensee is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Licensee; (iii) the dissolution by any means of Licensee; and (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Licensee without the written consent of the Commissioner is a violation of this License and shall be voidable at the City's option and shall confer no right, title, or interest in or to this License upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

3. When proper consent has been given by the Commissioner, the provisions of this License shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

#### Section 2.9. Compliance with All Applicable Laws.

1. Licensee shall, and shall cause its agents, employees, contractors, and licensees to, at all times during the performance of its obligations under this License, observe and comply with, and pay all taxes and obtain all licenses,

permits, certificates, and other authorizations required by, all applicable local, Department of Aviation, state, and federal laws, statutes, ordinances, rules, regulations, restrictions, and orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes. Licensee shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Licensee's noncompliance with such enactments.

2. Licensee shall be solely responsible for fully complying with any and all applicable present and future orders, directives, or conditions issued, given, or imposed by the Commissioner which are now in force or which may be hereafter adopted by the Commissioner with respect to the operation of the Airport.

3. Licensee shall comply with the applicable provisions of (i) the CSPP Requirements, as may be amended from time to time, which is attached hereto as Exhibit B and incorporated by reference herein, (ii) guidelines issued by the Commissioner pursuant to the CSPP, as may be amended from time to time, and (iii) any and all other rules and regulations issued by the Commissioner pertaining to the use of the Airport, as may be amended from time to time. It is expressly understood and agreed that all items referenced herein are hereby incorporated and made a part of this License.

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4. Licensee shall be solely responsible for any and all civil or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives, or conditions.

5. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the License are deemed inserted in the License whether or not they appear in the License.

6. Licensee must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Licensee must require all subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this License.

7. Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies, and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies, and instructions pertaining to the same or similar subject matter.

8. Certification of Compliance with Laws. By entering into this License with the City, Licensee certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this License, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time Licensee becomes aware of such information, it must immediately disclose it to the City.

9. Federal Non-Discrimination Provisions.

2.9.9(a) Licensee agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Licensee at all times during the Term of this License. This provision is in addition that required of Title VI of the Civil Rights Act of 1964.

2.9.9(b) Licensee for itself, its heirs, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Licensee will use the Airport in compliance with all other requirements imposed by or pursuant to the list of pertinent nondiscrimination acts and authorities in Section 2.9.9(c).

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2.9.9(c) During the Term of this License, Licensee, for itself, its assignees, and successors-in-interest (hereinafter referred to as only "Licensee") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964)

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2.9.9(d) Licensee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

10. Federal Terrorist ("No-Business) List. Licensee warrants and represents that neither Licensee nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Licensee. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

11. Anti-Scofflaw. Licensee hereby represents and warrants, and shall cause each of its subcontractors to represent and warrant, that the Licensee or such subcontractors, as the case may be, is not in violation of Section 2-92-380 of the Chicago Municipal Code.

12. Ethics. Licensee hereby represents and warrants, and shall cause each of its subcontractors to represent and warrant, that the Licensee or such subcontractors, as the case may be, is not in violation of Chapter 2-156 of the Chicago Municipal Code.

13. Inspector General. Licensee understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. Licensee acknowledges and agrees that it shall be the duty of Licensee and its subcontractors, and all their and all officers, directors, agents, partners, and

employees to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. All contracts and other agreements must inform the parties of this provision and require understanding and compliance with it.

14. Duty to Report Corrupt Activity. Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1 -23 -020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-T1PL1NE (866-448-4754).

15. Shakman Compliance.

2.9.15(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political , reasons or factors.

2.9.15(b) Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a subcontractor, and from directing Licensee to hire an individual as an employee or as a subcontractor. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Licensee under this License are employees or subcontractors of Licensee, not employees of the City of Chicago. This License is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Licensee.

2.9.15(c) Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this License, or offer employment to any individual to provide services under this License, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this License, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

2.9.15(d) In the event of any communication to Licensee by a City employee or City official in violation of subsection (b) above, or advocating a violation of

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subsection (c) above, Licensee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the Department of Aviation. Licensee will also cooperate with any inquiries by OIG Hiring Oversight.

16. Disclosure Update Obligation. Licensee is responsible for notifying the City whenever there is a change in circumstance that makes any certification or information provided pursuant to Chapter 2-154 of the Chicago Municipal Code inaccurate, obsolete, or misleading. Failure to notify the City is grounds for revocation of this License.

17. No Waste Disposal in Public Way Municipal Code Section 11-4-1600(E). Licensee warrants and represents that it has not violated and is not in violation of the following sections of the Chicago Municipal Code

(collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this License is executory, Licensee's violation of the Waste Sections, whether or not relating to this License, constitutes a breach of and an event of default under this License. Such breach and default entitles the City to all remedies under the License, at law or in equity.

This Section 2.9.17 does not limit Licensee's duty to comply with all applicable federal, state, county, and municipal laws, statutes, ordinances, and executive orders, in effect now or later, and whether or not they appear in this License.

Section 2.10. Labor Harmony. Licensee covenants that its employees at the Airport shall be able to work in labor harmony in order to protect the City's proprietary and economic interests. In order to comply with this provisions:

1. Licensee shall have in place, at all required times, a labor peace agreement ("Labor Peace Agreement") with any organization of any kind, or an agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with service providers at the Airport concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work ("Labor Organization"), which requests a Labor Peace Agreement.

2. The Labor Peace Agreement shall include a binding and enforceable provision(s) prohibiting the Labor Organization and its members from engaging in, supporting, encouraging

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or assisting any picketing, work stoppages, boycotts, or any other economic interference by the Labor Organization or by Licensee's employees for the duration of the Labor Peace Agreement, which must include the entire term of any CSPP License Agreement.

3. Licensee shall, upon the City's request, submit to the City a certification, signed by Licensee and any Labor Organization(s), indicating the parties have entered into a Labor Peace Agreement.

4. In the event that Licensee and a Labor Organization are unable to agree to a Labor Peace Agreement within sixty (60) days of the Labor Organization's written request, they shall submit the dispute to a mutually agreed upon mediator to assist the parties in reaching a reasonable Labor Peace Agreement. In the event that Licensee and a Labor Organization are unable to reach a reasonable Labor Peace Agreement through mediation, the parties shall submit the dispute to the American Arbitration Association ("AAA") for arbitration conducted in accordance with AAA rules. Both the mediator and, if necessary, the arbitrator shall be guided in the determination of a reasonable Labor Peace Agreement by the Labor Peace Agreements entered into in the private sector.

5. Licensee may continue to operate at the Airport during any negotiation, mediation, or arbitration relating

to a Labor Peace Agreement conducted pursuant to this Section.

6. In the event that the City determines it necessary for the public safety or the efficient operation of the Airport to post police details or take other actions resulting from Licensee's violation of this Section or Section 2.11, the City shall have the authority to require that Licensee reimburse the City for all reasonable costs incurred by doing so.

7. Nothing in this Section shall be construed as requiring Licensee, through arbitration or otherwise, to change terms and conditions of employment for its employees, recognize a Labor Organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a Labor Organization.

### **Section 2.11. Base Wages for Employees of Licensee.**

2.11.1. Definitions. For the purposes of this License, the following definitions will apply to this Section 2.11:

"Employee" means a person employed by Licensee, or its subcontractor or sublicensee, and who is performing Services under this License at the Airport and who is paid an hourly rate for his or her work by Licensee, or its subcontractor or sublicensee. For purposes of this License, the term "Employee" does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), or Section 6 of the Minimum Wage Law.

"Gratuities" has the meaning ascribed to that term in the Minimum Wage Law.

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"Minimum Wage Law" means the Illinois Minimum Wage Law, 820 ILCS 105/1, et seq., in force on the effective date of this License and as thereafter amended.

2. Except as provided in subsections 2.11.3 and 2.11.4 herein, Licensee shall: (i) pay its Employees no less than \$13.45 per hour for work performed under the License; and (ii) require any subcontractors or sublicensees to pay their Employees no less than \$13.45 per hour for work performed under the License. Beginning on July 1, 2018, and every July 1 thereafter, this hourly wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase pursuant to this subsection 2.11.2 shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made.

3. Licensee shall: (i) pay its Employees who are engaged in occupations in which Gratuities have customarily and usually constituted part of the remuneration no less than the minimum hourly wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional \$1.00 per hour; and (ii) require all subcontractors and sublicensees to pay their Employees who are engaged in occupations in which Gratuities have customarily and usually constituted part of the remuneration no less than the minimum hourly wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional \$1.00 per hour. Beginning on July 1, 2018, and every July 1 thereafter, this hourly wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase pursuant to this subsection 2.11.3 shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. If Licensee, or its subcontractors and sublicensees, pays an Employee the wage described in this subsection 2.11.3, Licensee shall, and shall ensure its subcontractors and sublicensees shall, transmit to the City, in a manner provided by the City, substantial evidence establishing both the amount that the Employee received as Gratuities during the relevant pay period or periods, and the fact that the Employee did not return any part of those

Gratuities to Licensee, subcontractor, or sublicensee. If Licensee is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the City may allow compliance with this requirement by filing the same documentation with the City. The City shall utilize this data to ensure that each Employee receives, in combined salary and Gratuities, at least the base hourly wage required under subsection 2.11.2 herein.

4. Nothing in this Section 2.11 shall be deemed to interfere with, impede, or in any way diminish the right of Licensee's Employees to bargain collectively with Licensee through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this Section 2.11. The requirements of this Section 2.11 may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

5. In addition to any other penalty authorized by law, this License shall be terminable by the City if any of the provisions of this Section 2.11 are violated by Licensee.

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Section 2.12. 'Whistleblower Protection. Licensee shall not take any adverse employment action against any employee for making a complaint, cooperating with an audit or investigation, or participating in any administrative or judicial proceedings relating to Licensee's compliance or lack thereof with Section 2.10 or Section 2.11 herein. A finding of whistleblower retaliation by Licensee by any agency or court of jurisdiction may result in progressive penalties leading up to decertification.

Section 2.13. Labor Compliance. Licensee will abide by the requirements of all applicable labor laws and regulations, including the Fair Labor Standards Act, 29 U.S.C. § 201, the Occupational Safety and Health Act, 20 CFR Part 1910, and the Chicago Minimum Wage Ordinance, Chicago Municipal Code, Chapter 1-24. A finding of non-compliance with any applicable labor laws and regulations, including the aforementioned ordinances and programs, for any Licensee by any agency of jurisdiction may result in progressive penalties leading up to decertification, as described in the CSPP.

Section 2.14. City's Right to Contract With Others Regarding License Rights. The rights granted hereunder by this License are not exclusive in nature, and the City specifically reserves the right to enter into similar additional agreements at the Airport, at any time.

### **Section 2.15. Warranty and Quality of Licensee's Services.**

1. Licensee covenants and warrants that the services provided pursuant to this License shall conform to high professional standards and shall be completed in a manner consistent with professional standards practice among those firms within Licensee's profession, doing the same or similar work under the same or similar condition.

2. Licensee covenants and warrants that it shall hold all necessary consultations and conferences with personnel of any and all airline, City, county, state, or federal agencies, as applicable, which may have jurisdiction over, or be concerned with elements of the work to be performed by Licensee under this License.

3. Licensee covenants and warrants that it shall, at all times during the Term of this License, comply with all safety rules and regulations promulgated by any government authority having control over Licensee's operations under this License.

4. Licensee covenants and warrants that all vehicles, automotive equipment, machinery, appliances, underground installations and other equipment used by Licensee in its operations under this License shall be maintained

in good mechanical condition and appearance and shall be modern up-to-date equipment which shall, at all times, meet all requirements necessary or lawfully required for fire protection and for the enhancement of the safety of operations considering the nature of the business in which Licensee is engaged. All vehicles, automotive equipment, machinery, appliances, underground installations and other equipment used by Licensee in its operations under this License shall be parked in designated areas, and secured as needed to prevent damage during extreme weather conditions. The City reserves the right to require Licensee to use equipment owned by the City and/or owned by another entity designated by the City to manage all equipment necessary for providing the Services, rather than

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equipment owned by Licensee and/or the airline or other client for which Licensee is providing the Services, in the course of its operations at the Airport.

**Section 2.16. Training.**

1. Licensee must establish a written training program to ensure that all employees are thoroughly trained and qualified to perform their job duties, including all applicable airport emergency preparedness, evacuation, and first aid procedures.

2. Training programs will be updated to reflect changes, including, but not limited to, alterations in scope of work, operational procedures, and equipment.

3. A Labor Organization representing employees of Licensee shall have the right to comment and offer suggestions regarding the training program.

4. Licensee must comply with any training requirements, including job-specific requirements, contained in the CSPP Requirements.

5. Licensee shall cooperate with CDA to ensure its employees are sufficiently trained, when applicable, in the following areas: CDA-issued Airport Rules and Regulations, and safety and security, including Rules and Guidelines from the Transportation Security Administration, U.S. Customs and Border Protection, Chicago Police Department, and Aviation Security. In addition, as applicable, training should include airport familiarization, emergency notifications, waste disposal, proper handling of Hazardous Substances, and federally-mandated training regarding transporting people with disabilities.

Section 2.17. Waiver. Neither the acceptance by the City, or any representative of the City, any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the License, or of any power herein reserved or any right of the City to damages herein provided. A waiver of any breach of the License shall not be held to be a waiver of any other or subsequent breach. Whenever under this License the City by a proper authority waives the Licensee's performance in any respect or waives a requirement or condition to either the City's or the Licensee's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this License regardless of the number of time the City may have waived the performance, requirement, or condition.

**Section 2.18. Miscellaneous Provisions.**

1. Fair Meaning. The language of this License shall be construed according to its fair meaning, and not strictly for or against either the City or Licensee.

2. Headings. The headings of the several sections of this License are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License, and shall not be construed to affect in any manner the terms and provisions, or the interpretation or construction, of this License.

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3. Void Provisions. If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License, and all such other provisions shall remain in full force and effect.

4. Two Constructions. It is the intention of the parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

5. Governing Law and Jurisdiction. This License will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Licensee hereby irrevocably submits, and will cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this License and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Licensee irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this License in the jurisdiction set forth above.

6. Gender; Numbers. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

7. Exclusivity. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act [49 U.S.C. 40103(e) and 47107(a)(4) (Public Law 103-272; 108 STAT. 1102)].

8. Rights of United States Government. This License shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport.

9. War or National Emergency. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

10. Time. Time shall be of the essence in complying with the terms, conditions, and provisions of this License.

11. Integration Clause. It is understood that no alteration or variation of the terms of this License shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.

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12. Severability. If any provision of this License shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

13. No Agency Created. This License does not constitute the Licensee the agent or representative of the City for any purpose whatsoever.

14. Force Majeure. Except as otherwise provided in this License, whenever a day is established in this License on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter, or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of the City, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted) ("Force Majeure"); provided, however, that nothing contained in this Subsection shall excuse Licensee from the prompt payment of any compensation, fees, or other monetary charge required of Licensee hereunder.

15. Approvals. Any approvals required by the City under this License shall be approvals of the City acting as licensor and shall not relate to, constitute a waiver of, supersede, or otherwise limit or affect the governmental approvals or rights of the City as a governmental agency, including the approval of any permits required for construction or maintenance on the Airport and the passage of any laws including those relating to zoning, land use, building, and safety.

16. Ordinance and Chicago Municipal Code Language Governs. Ordinance and code exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

17. Amendments to Ordinances and Codes. The obligation to comply with any ordinances and codes, which have been incorporated into this License by reference, shall extend to any amendments, which may be made to those ordinances and codes during the Term of this License.

18. Days. Unless otherwise specified, "days" shall mean calendar days.

19. Deprivation of Licensee's Rights. The City shall not be liable to Licensee for any diminution or deprivation of Licensee's rights under this License which may result from Licensee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state, and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this

Subsection, nor shall Licensee be entitled to terminate the whole or any portion of the License by reason thereof.

2.18.20. Incorporation by Reference. All exhibits and other times referenced herein are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the City has caused this License to be executed by Commissioner

this      day of                      ,20      .

**CITY OF CHICAGO**

**By:**

Commissioner Department of Aviation

The foregoing License has been read, is thoroughly understood by the undersigned, and the same is hereby accepted.

By:

Signature Signature

By:

Print Name

(Print Title)

Print Name

(Print Title)