RESOLUTION 2015-030 PASSED: APRIL 13, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO LEASE AGREEMENTS WITH THE FAMILY SERVICE AGENCY SENIOR CENTER, DEKALB COUNTY YOUTH SERVICE BUREAU, AND VOLUNTARY ACTION CENTER FOR THE PURPOSE OF THEIR CONTINUED OCCUPANCY IN THE PROPERTY LOCATED AT 330 GROVE STREET FOR AN INITIAL TWO YEAR TERM.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the MAYOR of the City of DeKalb be authorized and directed to enter into lease Agreements with the Family Service Agency, Youth Service Bureau, and Voluntary Action Committee for the lease of property at 330 Grove St., DeKalb, Illinois.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 13th day of April 2015, and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 7-0-1 under the Consent Agenda. Aye: Jacobson, Finucane, Lash, Snow, Naylor, O’Leary, Rey. Absent: Baker.

ATTEST:

[Signatures]

MARCIA F. SVEIGERT, City Clerk

JOHN A. REY, Mayor
Building Use License Agreement

This Building Use License Agreement is entered into by and between the City of DeKalb ("City") and Family Service Agency of DeKalb County ("Licensee") with respect to the premises located at 330 Grove Street, DeKalb, IL ("the Building").

WHEREAS, City is the Owner of the Building, and has determined that it has space available in such building available for public use; and,

WHEREAS, Licensee is desirous of utilizing a portion of the Building; and,

WHEREAS, the parties wish to memorialize an agreement whereby Licensee may utilize, on a temporary basis, a portion of the Building;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1) License for Use of Building: The City shall remain the Owner of the Building, and this Agreement shall not convey any rights, title or claim of ownership of any kind to the Licensee. This Agreement shall not be construed as a lease or an conveyance of any interest in real or personal property. Under the terms of this Agreement, the Licensee shall have permission to utilize a portion of the Building (identified on the attached Exhibit A), subject to the terms and conditions of this Agreement. The Building shall be provided as-is, where-is, with no obligation on the Part of the City to make any improvements, provide any additional real or personal property, or otherwise to provide the Licensee with any additional items. This license shall not be recorded, and shall not be a covenant with or condition on the title of the Building or underlying property. The City reserves all rights to use or occupancy of the Building, and simply permits Licensee a limited ability to use a portion thereof.

2) Term of License: This license shall have an initial term of two years, and may be renewed for successive two year terms on the same terms and conditions by action of the City Manager. This license may be terminated by either party, for convenience, upon the provision of ninety (90) days notice to the other party. This license may be terminated by the City, for cause, upon the provision of such notice as is practical under the circumstances, as determined in the City's exclusive discretion. Upon the termination of this license by lapse of time or otherwise or upon the earlier termination of Licensee's use, Licensee shall surrender possession of the Building to the City and deliver all keys and other entry devices to the Building to the City and make known to the City the combinations of all locks of vaults then remaining in the Building, and shall return the Building to the City in as good a condition as when Licensee originally took possession, except for ordinary wear and tear and except for City maintenance items failing which the City may restore the Building to such condition, and Licensee shall pay the cost thereof to the City on demand.

3) Permitted Use: Licensee shall be permitted to utilize the Building solely for the following purposes:
Programs provided by Family Service Agency

4) City Obligations: The City shall keep and maintain the Building in good and serviceable condition. In the event that the Building is damaged or destroyed in such a fashion as to be unusable, unsuitable for the Licensee's proposed use, or otherwise unavailable, this License shall terminate without further obligation of the City. The City shall maintain the structure of the Building, the roof and walls, the mechanical systems, and related structures. The City shall also provide utility service and heat to the Building at no charge. The City shall have the right to enter into any portion of the Building, at any time, with or without notice to Licensee. It is understood that the City will whenever possible not interrupt programmatic or counseling services. The City will provide potable water service, refuse collection, sanitary sewer collection, or any other services currently provided at no cost to the Licensee.

5) Licensee Obligations: Licensee shall engage in the provision of the activities described in Section 3 above, and shall provide said services to the general public. Licensee shall keep all areas of the Building that it utilizes in good and clean condition, ordinary wear and tear excepted. Licensee shall be responsible for all such cleaning, for removal of its own refuse (with disposal in a dumpster provided by the City), and for compliance with all applicable building or safety codes pertaining to the use of the Building or storage of substances therein. Licensee shall also be responsible for such basic maintenance items (e.g., replacement of light bulbs or other similar activities) as shall be requested from time to time by the City. Licensee shall immediately notify the City of any damage caused or observed by Licensee to any portion of the Building. Licensee shall not cause or permit any permanent modification to any portion of the Building, nor any modification or alteration of the Building drywall, wall coverings, flooring, mechanical/plumbing/electrical systems, ceilings, installation of any signage (interior or exterior) or any similar matters without the express, advanced, written consent of the City. Any modification approved by the City shall become a part of the Building, and Licensee shall surrender ownership or title to the same upon the termination of this license. Licensee shall be responsible for repairing any damage to the Building (other than ordinary wear and tear) caused by, through or in connection with its use of the Building. Any such damage shall be reported to the City and, at the City's option, such damage shall either be: a) repaired by the City (or the City's contractor) at Licensee's sole cost; or, b) repaired by Licensee or Licensee's contractor at Licensee's sole cost. All utilities, including data and internet connectivity, not provided by the City as listed above will be the obligation of the Licensee.

6) Consideration: For and in consideration of the Licensee's provision of the cleaning and maintenance services contemplated herein, the Licensee's acceptance of the terms herein, and the provision of the public services contemplated in Section 3, the City shall permit Licensee to utilize the above-described portion of the Building without imposition of any separate charges. For and in consideration of the City's provision of a portion of the Building and the City's agreement to maintain the
Building free of charge, the Licensee agrees to accept all terms of this Agreement and to waive any rights, claims or entitlements which are in any way inconsistent with the terms of this Agreement.

7) Compliance with Laws: Licensee agrees that it shall fully comply with any applicable laws, including but not limited to the Certifications attached hereto as Exhibit B. Licensee shall provide its services to the public in a non-discriminatory fashion, and shall exercise supervision and management over its employees, contractors and other personnel to ensure that all activities of Licensee are conducted in a professional fashion.

8) Taxes or Charges: Licensee shall be exclusively responsible for any taxes or charges that arise in any way out of Licensee’s use of the Building.

9) Indemnification: Without limitation, this indemnification, defense and hold harmless obligation shall extend to any injury, death or other claim occurring to Licensee’s employees, agents, participants or attendees. The Licensee agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Licensee or any of their employees/agents/participants, as well as all other persons, arising directly or indirectly out of, or in any way relating to the Licensee’s activities and/or use of the Building, the actions of Licensee’s employees, contractors, attendees, participants or other personnel, or in any way relating to this license or any events or conduct arising hereunder or in relation hereto. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Licensee, the Licensee’s employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

10) Insurance: Licensee shall provide all insurance which is required under applicable laws relating to the conduct of its activities. In addition, Licensee shall provide a policy of comprehensive general liability insurance with policy limits of not less than $1,000,000.00 per person/per occurrence, from an insurer acceptable to the City, which policy shall name the City Indemnitees (as defined above) as additional primary insured, without right of subrogation. Any deductible or retention shall be
the sole liability of the Licensee. Licensee waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Licensee’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Licensee by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Licensee acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Licensee’s expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Licensee’s obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnities (as indemnified parties and as additional insureds). Licensee shall provide the City with a then-current copy of the insurance coverage at all times that this License is in effect.

11) Assignment, Modification, Waiver: This Agreement may not be assigned, except with the written consent of the City. Any modification of this Agreement shall be required to be in writing, and mutually acceptable to the Licensee and City. The failure of the City to insist on strict compliance with any provision of this Agreement shall not excuse future non-compliance, nor shall it operate to waive the City’s right to insist upon strict compliance at any point in the future.

12) Jurisdiction and Venue: Any dispute arising out of or relating to the performance of this Agreement or Licensee’s use of the Building shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit Court of DeKalb County, Illinois.

13) Notices: Any notices required under this Agreement shall be provided to:

    David C. Miller, Executive Director, 14 health Services Drive DeKalb, IL 60115

Agreed to this ____ day of ________, 20__.

City of DeKalb

[Signature]

Licensee

[Signature]
Exhibit A: Building Use Area

The North section of the building which is closest to Grove Street and comprises the current space provided by the city to Family Service Agency for use by Family Service Agency in order to provide Senior Services.
Exhibit B: Certifications

Sexual Harassment: The Licensee certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Licensee certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Licensee certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Licensee certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Felony Certification: The Licensee certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Prevailing Wage: The Licensee certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Licensee. The Licensee is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et. seq., and further agrees that all of its subLicensees shall comply with such Act. As required by the Act, Licensee agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subLicensee(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Licensee certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Licensees, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Licensee further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Licensee shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Licensee's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Licensee agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section
504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Licensee shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Licensee agrees to incorporate this clause into all subcontracts under this Contract. The Licensee acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Licensee certifies that he/she/it is a: ☒ United States Citizen or Corporation __ Resident Alien __ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Licensee certifies that its Federal Tax Payer Identification Number or Social Security Number is 36-236 0012 and is doing business as a (check one): __ Individual __ Real Estate Agent __ Sole Proprietorship __ Government Entity __ Partnership __ Tax Exempt Organization (IRC 501(a) only) __ Corporation ☒ Not for Profit Corporation __ Trust or Estate __ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Licensee that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Licensee certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et seq. Where applicable, the Licensee certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et seq. The Licensee further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Export Administration, Supplies, Labor: The Licensee certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Licensee further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor; nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Licensee certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et seq.

General Compliance and Certification: The Licensee certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the license process, agreement, or any services or materials provided in connection therewith. The Licensee acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy
deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Licensee or any subLicensee.

**OSHA Standards:** The Licensee certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

**CERCLA Indemnification:** The Licensee certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys’ fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Licensee both before and after its disposal.

**Collusion:** The Licensee certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.
Building Use License Agreement

This Building Use License Agreement is entered into by and between the City of DeKalb ("City") and [Licensee] ("Licensee") with respect to the premises located at [Address] ("the Building").

WHEREAS, City is the Owner of the Building, and has determined that it has space available in such building available for public use; and,

WHEREAS, Licensee is desirous of utilizing a portion of the Building; and,

WHEREAS, the parties wish to memorialize an agreement whereby Licensee may utilize, on a temporary basis, a portion of the Building;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1) License for Use of Building: The City shall remain the Owner of the Building, and this Agreement shall not convey any rights, title or claim of ownership of any kind to the Licensee. This Agreement shall not be construed as a lease or an conveyance of any interest in real or personal property. Under the terms of this Agreement, the Licensee shall have permission to utilize a portion of the Building (identified on the attached Exhibit A), subject to the terms and conditions of this Agreement. The Building shall be provided as-is, where-is, with no obligation on the Part of the City to make any improvements, provide any additional real or personal property, or otherwise to provide the Licensee with any additional items. This license shall not be recorded, and shall not be a covenant with or condition on the title of the Building or underlying property. The City reserves all rights to use or occupancy of the Building, and simply permits Licensee a limited ability to use a portion thereof.

2) Term of License: This license shall have an initial term of two years, and may be renewed for successive two year terms on the same terms and conditions by action of the City Manager. This license may be terminated by either party, for convenience, upon the provision of ninety (90) days notice to the other party. This license may be terminated by the City, for cause, upon the provision of such notice as is practical under the circumstances, as determined in the City's exclusive discretion. Upon the termination of this license by lapse of time or otherwise or upon the earlier termination of Licensee's use, Licensee shall surrender possession of the Building to the City and deliver all keys and other entry devices to the Building to the City and make known to the City the combinations of all locks of vaults then remaining in the Building, and shall return the Building to the City in as good a condition as when Licensee originally took possession, except for ordinary wear and tear and except for City maintenance items failing which the City may restore the Building to such condition, and Licensee shall pay the cost thereof to the City on demand.
3) Permitted Use: Licensee shall be permitted to utilize the Building solely for the following purposes:

(Description of Use)

4) City Obligations: The City shall keep and maintain the Building in good and serviceable condition. In the event that the Building is damaged or destroyed in such a fashion as to be unusable, unsuitable for the Licensee's proposed use, or otherwise unavailable, this License shall terminate without further obligation of the City. The City shall maintain the structure of the Building, the roof and walls, the mechanical systems, and related structures. The City shall also provide utility service and heat to the Building at no charge. The City shall have the right to enter into any portion of the Building, at any time, with or without notice to Licensee. It is understood that the City will whenever possible not interrupt programmatic or counseling services. The City will provide potable water service, refuse collection, sanitary sewer collection, or any other services currently provided at no cost to the Licensee.

5) Licensee Obligations: Licensee shall engage in the provision of the activities described in Section 3 above, and shall provide said services to the general public. Licensee shall keep all areas of the Building that it utilizes in good and clean condition, ordinary wear and tear excepted. Licensee shall be responsible for all such cleaning, for removal of its own refuse (with disposal in a dumpster provided by the City), and for compliance with all applicable building or safety codes pertaining to the use of the Building or storage of substances therein. Licensee shall also be responsible for such basic maintenance items (e.g. replacement of light bulbs or other similar activities) as shall be requested from time to time by the City. Licensee shall immediately notify the City of any damage caused or observed by Licensee to any portion of the Building. Licensee shall not cause or permit any permanent modification to any portion of the Building, nor any modification or alteration of the Building drywall, wall coverings, flooring, mechanical/plumbing/electrical systems, ceilings, installation of any signage (interior or exterior) or any similar matters without the express, advanced, written consent of the City. Any modification approved by the City shall become a part of the Building, and Licensee shall surrender ownership or title to the same upon the termination of this license. Licensee shall be responsible for repairing any damage to the Building (other than ordinary wear and tear) caused by, through or in connection with its use of the Building. Any such damage shall be reported to the City and, at the City's option, such damage shall either be: a) repaired by the City (or the City's contractor) at Licensee's sole cost; or, b) repaired by Licensee or Licensee's contractor at Licensee's sole cost. All utilities, including data and internet connectivity, not provided by the City as listed above will be the obligation of the Licensee.

6) Consideration: For and in consideration of the Licensee’s provision of the cleaning and maintenance services contemplated herein, the Licensee’s acceptance
of the terms herein, and the provision of the public services contemplated in Section 3, the City shall permit Licensee to utilize the above-described portion of the Building without imposition of any separate charges. For and in consideration of the City’s provision of a portion of the Building and the City’s agreement to maintain the Building free of charge, the Licensee agrees to accept all terms of this Agreement and to waive any rights, claims or entitlements which are in any way inconsistent with the terms of this Agreement.

7) Compliance with Laws: Licensee agrees that it shall fully comply with any applicable laws, including but not limited to the Certifications attached hereto as Exhibit B. Licensee shall provide its services to the public in a non-discriminatory fashion, and shall exercise supervision and management over its employees, contractors and other personnel to ensure that all activities of Licensee are conducted in a professional fashion.

8) Taxes or Charges: Licensee shall be exclusively responsible for any taxes or charges that arise in any way out of Licensee’s use of the Building.

9) Indemnification: Without limitation, this indemnification, defense and hold harmless obligation shall extend to any injury, death or other claim occurring to Licensee’s employees, agents, participants or attendees. The Licensee agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Licensee or any of their employees/agents/participants, as well as all other persons, arising directly or indirectly out of, or in any way relating to the Licensee’s activities and/or use of the Building, the actions of Licensee’s employees, contractors, attendees, participants or other personnel, or in any way relating to this license or any events or conduct arising hereunder or in relation hereto. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Licensee, the Licensee’s employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

10) Insurance: Licensee shall provide all insurance which is required under applicable laws relating to the conduct of its activities. In addition, Licensee shall
provide a policy of comprehensive general liability insurance with policy limits of not less than $1,000,000.00 per person/per occurrence, from an insurer acceptable to the City, which policy shall name the City Indemnitees (as defined above) as additional primary insured, without right of subrogation. Any deductible or retention shall be the sole liability of the Licensee. Licensee waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Licensee’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Licensee by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Licensee acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Licensee’s expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Licensee’s obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds). Licensee shall provide the City with a then-current copy of the insurance coverage at all times that this License is in effect.

11) Assignment, Modification, Waiver: This Agreement may not be assigned, except with the written consent of the City. Any modification of this Agreement shall be required to be in writing, and mutually acceptable to the Licensee and City. The failure of the City to insist on strict compliance with any provision of this Agreement shall not excuse future non-compliance, nor shall it operate to waive the City’s right to insist upon strict compliance at any point in the future.

12) Jurisdiction and Venue: Any dispute arising out of or relating to the performance of this Agreement or Licensee’s use of the Building shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit Court of DeKalb County, Illinois.

13) Notices: Any notices required under this Agreement shall be provided to:

(Insert)

Agreed to this 22nd day of Dec., 2014

City of DeKalb

Licensee

[Signatures]

[Seal]
Exhibit A: Building Use Area

South half of the building used for youth & family counseling services.
Exhibit B: Certifications

Sexual Harassment: The Licensee certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Licensee certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Licensee certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Brbity: The Licensee certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Felony Certification: The Licensee certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Prevailing Wage: The Licensee certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Licensee. The Licensee is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et seq., and further agrees that all of its subLicensees shall comply with such Act. As required by the Act, Licensee agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subLicensee(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Licensee certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Licensees, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Licensee further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Licensee shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Licensee's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
Non-Discrimination, Certification, and Equal Employment Opportunity: The Licensee agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Licensee shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Licensee agrees to incorporate this clause into all subcontracts under this Contract. The Licensee acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Licensee certifies that he/she/it is a:  ___ United States Citizen or Corporation  ___ Resident Alien  ___ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Licensee certifies that its Federal Tax Payer Identification Number or Social Security Number is 5643-3542 and is doing business as a (check one):  ___ Individual  ___ Real Estate Agent  ___ Sole Proprietorship  ___ Government Entity  ___ Partnership  ___ Tax Exempt Organization (IRC 501(a) only)  ___ Corporation  ___ Not for Profit Corporation  ___ Trust or Estate  ___ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Licensee that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Licensee certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et seq. Where applicable, the Licensee certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et seq. The Licensee further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Export Administration, Supplies, Labor: The Licensee certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Licensee further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Licensee certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et seq.

General Compliance and Certification: The Licensee certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the license process, agreement, or any services or materials provided in connection therewith. The Licensee acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall
indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Licensee or any subLicensee.

**OSHA Standards:** The Licensee certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

**CERCLA Indemnification:** The Licensee certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Licensee both before and after its disposal.

**Collusion:** The Licensee certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.
Building Use License Agreement

This Building Use License Agreement is entered into by and between the City of DeKalb ("City") and Voluntary Action Center ("VAC") ("Licensee") with respect to the premises located at 330 Grove St., DeKalb, Illinois ("the Building").

WHEREAS, City is the Owner of the Building, and has determined that it has space available in such building available for public use; and,

WHEREAS, Licensee is desirous of utilizing a portion of the Building; and,

WHEREAS, the parties wish to memorialize an agreement whereby Licensee may utilize, on a temporary basis, a portion of the Building;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1) License for Use of Building: The City shall remain the Owner of the Building, and this Agreement shall not convey any rights, title or claim of ownership of any kind to the Licensee. This Agreement shall not be construed as a lease or an conveyance of any interest in real or personal property. Under the terms of this Agreement, the Licensee shall have permission to utilize a portion of the Building (identified on the attached Exhibit A), subject to the terms and conditions of this Agreement. The Building shall be provided as-is, where-is, with no obligation on the Part of the City to make any improvements, provide any additional real or personal property, or otherwise to provide the Licensee with any additional items. This license shall not be recorded, and shall not be a covenant with or condition on the title of the Building or underlying property. The City reserves all rights to use or occupancy of the Building, and simply permits Licensee a limited ability to use a portion thereof.

2) Term of License: This license shall have an initial term of two years, and may be renewed for successive two year terms on the same terms and conditions by action of the City Manager. This license may be terminated by either party, for convenience, upon the provision of ninety (90) days notice to the other party. This license may be terminated by the City, for cause, upon the provision of such notice as is practical under the circumstances, as determined in the City’s exclusive discretion. Upon the termination of this license by lapse of time or otherwise or upon the earlier termination of Licensee’s use, Licensee shall surrender possession of the Building to the City and deliver all keys and other entry devices to the Building to the City and make known to the City the combinations of all locks of vaults then remaining in the Building, and shall return the Building to the City in as good a condition as when Licensee originally took possession, except for ordinary wear and tear and except for City maintenance items failing which the City may restore the Building to such condition, and Licensee shall pay the cost thereof to the City on demand.
3) Permitted Use: Licensee shall be permitted to utilize the Building solely for the following purposes:

Operation of Senior / Community Nutrition site.

4) City Obligations: The City shall keep and maintain the Building in good and serviceable condition. In the event that the Building is damaged or destroyed in such a fashion as to be unusable, unsuitable for the Licensee’s proposed use, or otherwise unavailable, this License shall terminate without further obligation of the City. The City shall maintain the structure of the Building, the roof and walls, the mechanical systems, and related structures. The City shall also provide utility service and heat to the Building at no charge. The City shall have the right to enter into any portion of the Building, at any time, with or without notice to Licensee. It is understood that the City will whenever possible not interrupt programmatic or counseling services. The City will provide potable water service, refuse collection, sanitary sewer collection, or any other services currently provided at no cost to the Licensee.

5) Licensee Obligations: Licensee shall engage in the provision of the activities described in Section 3 above, and shall provide said services to the general public. Licensee shall keep all areas of the Building that it utilizes in good and clean condition, ordinary wear and tear excepted. Licensee shall be responsible for all such cleaning, for removal of its own refuse (with disposal in a dumpster provided by the City), and for compliance with all applicable building or safety codes pertaining to the use of the Building or storage of substances therein. Licensee shall also be responsible for such basic maintenance items (e.g. replacement of light bulbs or other similar activities) as shall be requested from time to time by the City. Licensee shall immediately notify the City of any damage caused or observed by Licensee to any portion of the Building. Licensee shall not cause or permit any permanent modification to any portion of the Building, nor any modification or alteration of the Building drywall, wall coverings, flooring, mechanical/plumbing/electrical systems, ceilings, installation of any signage (interior or exterior) or any similar matters without the express, advanced, written consent of the City. Any modification approved by the City shall become a part of the Building, and Licensee shall surrender ownership or title to the same upon the termination of this license. Licensee shall be responsible for repairing any damage to the Building (other than ordinary wear and tear) caused by, through or in connection with its use of the Building. Any such damage shall be reported to the City and, at the City’s option, such damage shall either be: a) repaired by the City (or the City’s contractor) at Licensee’s sole cost; or, b) repaired by Licensee or Licensee’s contractor at Licensee’s sole cost. All utilities, including data and internet connectivity, not provided by the City as listed above will be the obligation of the Licensee.

6) Consideration: For and in consideration of the Licensee’s provision of the cleaning and maintenance services contemplated herein, the Licensee’s acceptance
of the terms herein, and the provision of the public services contemplated in Section 3, the City shall permit Licensee to utilize the above-described portion of the Building without imposition of any separate charges. For and in consideration of the City's provision of a portion of the Building and the City's agreement to maintain the Building free of charge, the Licensee agrees to accept all terms of this Agreement and to waive any rights, claims or entitlements which are in any way inconsistent with the terms of this Agreement.

7) Compliance with Laws: Licensee agrees that it shall fully comply with any applicable laws, including but not limited to the Certifications attached hereto as Exhibit B. Licensee shall provide its services to the public in a non-discriminatory fashion, and shall exercise supervision and management over its employees, contractors and other personnel to ensure that all activities of Licensee are conducted in a professional fashion.

8) Taxes or Charges: Licensee shall be exclusively responsible for any taxes or charges that arise in any way out of Licensee's use of the Building.

9) Indemnification: Without limitation, this indemnification, defense and hold harmless obligation shall extend to any injury, death or other claim occurring to Licensee's employees, agents, participants or attendees. The Licensee agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnites") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Licensee or any of their employees/agents/participants, as well as all other persons, arising directly or indirectly out of, or in any way relating to the Licensee's activities and/or use of the Building, the actions of Licensee's employees, contractors, attendees, participants or other personnel, or in any way relating to this license or any events or conduct arising hereunder or in relation hereto. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Licensee, the Licensee's employees, contractors or subcontractors, the City or City Indemnites or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnites. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

10) Insurance: Licensee shall provide all insurance which is required under applicable laws relating to the conduct of its activities. In addition, Licensee shall
provide a policy of comprehensive general liability insurance with policy limits of not less than $1,000,000.00 per person/per occurrence, from an insurer acceptable to the City, which policy shall name the City Indemnitees (as defined above) as additional primary insured, without right of subrogation. Any deductible or retention shall be the sole liability of the Licensee. Licensee waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Licensee’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Licensee by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Licensee acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Licensee’s expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Licensee’s obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds). Licensee shall provide the City with a then-current copy of the insurance coverage at all times that this License is in effect.

11) Assignment, Modification, Waiver: This Agreement may not be assigned, except with the written consent of the City. Any modification of this Agreement shall be required to be in writing, and mutually acceptable to the Licensee and City. The failure of the City to insist on strict compliance with any provision of this Agreement shall not excuse future non-compliance, nor shall it operate to waive the City’s right to insist upon strict compliance at any point in the future.

12) Jurisdiction and Venue: Any dispute arising out of or relating to the performance of this Agreement or Licensee’s use of the Building shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit Court of DeKalb County, Illinois.

13) Notices: Any notices required under this Agreement shall be provided to:

[Insert]

Agreed to this ___ day of __________, 20__.

City of DeKalb

[Signature]

[Stamp]
Exhibit A: Building Use Area
EXHIBIT A

Senior Center
2,400 sq. ft.

Vacant
1,400 sq. ft.

VAC
1,600 sq. ft.

YSB
3,000 sq. ft.
Exhibit B: Certifications

Sexual Harassment: The Licensee certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Licensee certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Licensee certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Licensee certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Felony Certification: The Licensee certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Prevailing Wage: The Licensee certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Licensee. The Licensee is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et. seq., and further agrees that all of its subLicensees shall comply with such Act. As required by the Act, Licensee agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subLicensee(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Licensee certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Licensees, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Licensee further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Licensee shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Licensee's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
Non-Discrimination, Certification, and Equal Employment Opportunity: The Licensee agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Licensee shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Licensee agrees to incorporate this clause into all subcontracts under this Contract. The Licensee acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Service for withholding and reporting federal income taxes.) The Licensee certifies that he/she/it is a: __ United States Citizen or Corporation __ Resident Alien __ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Licensee certifies that its Federal Tax Payer Identification Number or Social Security Number is 36-2798257 and is doing business as a (check one): __ Individual __ Real Estate Agent __ Sole Proprietorship __ Government Entity __ Partnership __ Tax Exempt Organization (IRC 501(a) only) __ Corporation _X_ Not for Profit Corporation __ Trust or Estate _X_ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Licensee that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Licensee certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Licensee certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Licensee further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor: The Licensee certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Licensee further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Licensee certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification: The Licensee certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the license process, agreement, or any services or materials provided in connection therewith. The Licensee acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall
indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Licensee or any subLicensee.

OSHA Standards: The Licensee certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

CERCLA Indemnification: The Licensee certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys’ fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Licensee both before and after its disposal.

Collusion: The Licensee certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.