City of Chicago

O2019-7127

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/18/2019
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	Lease agreement with U.S. Customs and Border Protection for use of certain property at Chicago Midway International Airport for performance and operation of federal inspection services
Committee(s) Assignment:	Committee on Aviation

AVIAT

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

September 18, 2019

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 an ordinance authorizing the execution of a lease agreement with US Customs and Border Protection at Midway International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, the City owns and, through its Chicago Department of Aviation ("Aviation"), operates an airport known as Chicago Midway International Airport ("Midway"); and

WHEREAS, the United States Customs and Border Protection ("CBP") is an agency of the United States government responsible for providing the equipment required for the performance of the Federal Inspections Services ("FIS") at the Federal Inspection Services Facility, ("FIS Facility") at Midway; and

WHEREAS, the City desires to enter into a Memorandum of Agreement with CBP to reimburse CBP for its costs related to the ordering, installation, maintenance, and recurring costs relative to standing-up and maintaining continuous CBP operations at the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit A; and

WHEREAS, the City desires to enter into a lease with CBP ("Lease") to lease certain property to the CBP for the performance and operation of the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit B; 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 in this ordinance.

SECTION 2. The Commissioner of Aviation is hereby authorized to negotiate and execute a Memorandum of Agreement between the City and the CBP relating to equipment and reimbursement of costs for the performance and operation of the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit A.

SECTION 3. The Commissioner of Aviation is hereby authorized to negotiate and execute a Lease between the City and the CBP relating to the use of certain property for the performance and operation of the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit B.

SECTION 4. The Commissioner and other City officials are further authorized to enter into and to execute all other documents and perform any and all acts, including promulgation of any standards, rules or regulations, as shall be necessary or advisable to carry out the purpose and intent of this ordinance.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from the date of its passage and approval.

EXHIBIT A TO THE ORDINANCE

THE MEMORANDUM OF AGREEMENT

U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP

This Memorandum of Agreement ("MOA") outlines the agreement between the City of Chicago, owner and operator of Midway International Airport, acting through the Chicago Department of Aviation ("CDA"), and CBP in regards to CDA's responsibility to reimburse CBP for costs related to providing the equipment required for the performance of the Federal Inspections Services ("FIS") facility at the below named Airport location.

Airport Owner/Operator: **Chicago Department of Aviation ("CDA")**
Location: Midway International Airport ("MDW")
5700 S. Cicero Ave.
Chicago, IL 60638

CHICAGO DEPARTMENT OF AVIATION (CDA) RESPONSIBILITIES

Data and Cabling
CDA will be responsible for the procurement and installation of all data cabling and electrical components required for connectivity of the Automated Data Processing ("ADP") Local Area Network ("LAN"), Data, Information Technology ("IT"), and Voice and Tactical Communications ("TacComm") Systems and equipment according to CBP Office of Information Technology ("OIT") provided specifications, subject to appropriations and any required approvals. However, CDA must give CBP two week's advance notice of all cable pulls so that CBP can be present and observe their installation.

Reimbursement of ADP LAN, Data, IT, Voice, and TacComm Systems and Equipment Costs
CDA agrees to reimburse CBP for all ADP LAN, Data, IT, Voice, and TacComm Systems and equipment and connectivity costs, including equipment ordering, installation, maintenance, and recurring costs relative to standing-up and maintaining continuous CBP operations at the CDA FIS Facility, subject to appropriations and any required approvals. In this MOA, CDA agrees to reimburse the estimated ADP LAN, Data, IT, Voice and TacComm equipment costs total One Hundred and Five Thousand Six Hundred Dollars ($105,600.00), which includes a Verizon DS-3 annual recurring circuit cost of Twenty-Four Thousand Dollars ($24,000.00) and an AT&T DS-3 annual recurring circuit cost of Thirty-Eight Thousand Four Hundred Dollars ($38,400.00), a Verizon non-recurring DS-3 Relocation cost of Four Thousand Three Hundred Dollars ($4,300.00) and an AT&T non-recurring DS-3 Relocation cost of Four Hundred Dollars ($400.00), for CBP to procure the equipment and circuit. Attached is CBP OIT's Cost Sign-Off Document **CHI038A-OFO-19002C** that identifies the ADP LAN, Data, IT, Voice and TacComm equipment requirements for the CBP FIS for which CDA will reimburse CBP.

CDA will be billed for the actual costs of the ADP LAN, Data, IT, Voice and TacComm equipment, and the one-time and recurring charges for the network, included in CBP OIT's Cost Sign-Off Document **CHI038A-OFO-19002C**. Recurring out-year network charges for Verizon and AT&T Data Circuits are estimated to be Sixty-Two Thousand Four Hundred Dollars ($62,400.00) per year.

ADP LAN, Data, IT, Voice and TacComm Equipment Upgrades

Upgrades to the ADP LAN, Data. IT, Voice and TacComm equipment may be required on a schedule determined by CBP (approximately every 3-5 years. as needed). Any future upgrade and/or replacement ADP LAN, Data, IT, Voice and TacComm equipment requirements will be addressed with CDA by separate agreement. CBP will provide CDA a minimum 180 days advance notice of required upgrades.

CDA Accounts Payable Information

CDA Tax Identification Number:
CDA Bill To Representative: Sherry Nash
CDA Phone Number: (773) 686-3534
CDA Email Address: Sherry.Nash@cityofchicago.org
CDA Address: 10510 W. Zemke Rd.
Chicago, IL 60666

Payment Process

Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center ("NFC"). Upon receipt and installation of all equipment, the NFC will issue CDA a bill for the actual ADP LAN, Data, IT, Voice and TacComm equipment costs not to exceed One Hundred and Five Thousand Six Hundred Dollars ($105,600.00). The CBP NFC will also bill CDA 90-days prior to the due date in recurring out-year network and connectivity charges owed, as specified in CBP OIT's Cost Sign-Off Document **CH1038A-OFO-19002C**.

Equipment Ownership

CBP will retain possessory ownership of all ADP LAN, Data, IT, Voice and TacComm equipment ordered by CBP and reimbursed by CDA until CBP vacates the premises. CBP will transfer ownership rights of all ADP LAN, Data, IT, Voice and TacComm equipment used in CBP operations and reimbursed by CDA for the CBP FIS when CBP vacates the premises. Within one month (30-days) following installation and reimbursement, CBP OIT will deliver a list of Serial Numbers and/or other identification and warranty information for the CDA reimbursed ADP LAN, Data, IT, Voice and TacComm equipment to the CDA, as instructed below.

CDA Equipment Administrator: Walter Paucar
CDA Email Address: Walter.Paucar@cityofchicago.org
CDA Phone Number: (773) 686-3083
CDA Ship to Address: 10510 W. Zemke Rd.
Chicago, IL 60666

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

The CBP OIT will be responsible for ordering and installing required data equipment and connection(s) from the CBP FIS to the CBP National Data Center, and imaging, maintaining, and controlling all of the ADP LAN, Data, IT, Voice and TacComm equipment listed in the attached CBP OIT Cost Sign-Off Document **CHI038A-OFO-19002C** for the CBP FIS as required by CBP. CDA will incur no additional costs or CBP OIT charged service fees for any required ADP LAN, Data, IT, Voice and TacComm equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to the CDA. In the event data inadvertently remains on any of the equipment upon transfer, CDA shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

Authorized Representative

The CDA signatory to this MOA represents and warrants that he or she is a duly authorized representative of the CDA, with full power and authority to enter into this MOA and to bind the CDA with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

Robert E. White Date
Director Field Operations
Chicago Field Office
U.S. Customs and Border Protection

Jamie L. Rhee Date
Commissioner MAY 15 2019
Chicago Department of Aviation