

### City of Chicago



O2022-896

### Office of the City Clerk

### **Document Tracking Sheet**

**Meeting Date:** 3/23/2022

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Second amendment to lease agreement with Cook County

for use of office space at 69 W Washington St

Committee(s) Assignment: Committee on Housing and Real Estate



# OFFICE OF THE MAYOR CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

March 23, 2022

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

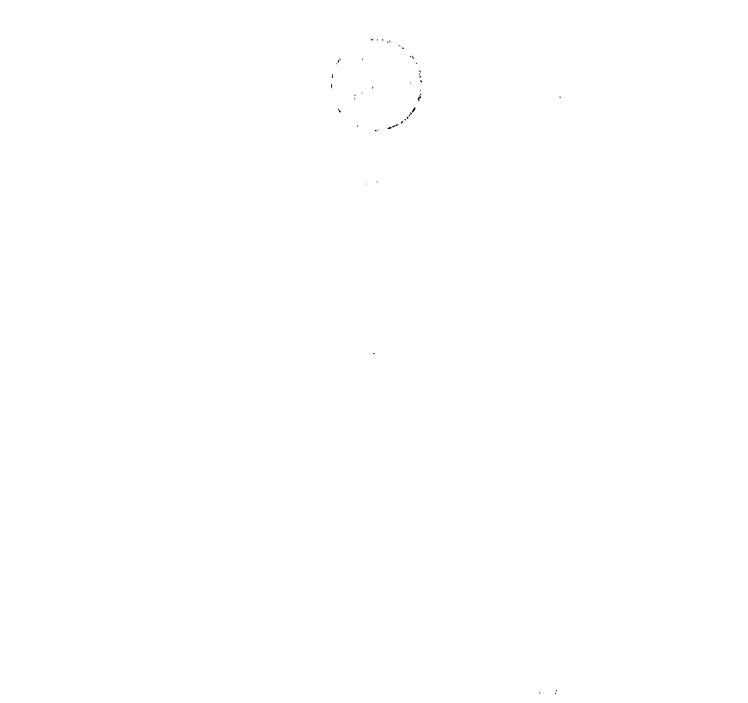
Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith ordinances authorizing the execution of City as a tenant office space lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



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#### **ORDINANCE**

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago as Tenant, the Commissioner of the Department of Assets, Information & Services is authorized to execute a Lease Amendment with the County of Cook, as Landlord, for use of approximately 855 square feet of office space located at 69 West Washington Street, Suite 1420, by the Office of Inspector General; such Lease to be approved by the Inspector General, and approved as to form and legality by the Corporation Counsel, in substantially the following form:

#### SECOND AMENDMENT TO OFFICE LEASE

THIS SECOND AMENDMENT TO OFFICE LEASE (this "Second Amendment") is made and entered into by and between the COUNTY OF COOK, a body corporate and politic of the State of Illinois, as landlord (the "Landlord"), and the CITY OF CHICAGO, an Illinois municipal corporation, as tenant (the "Tenant").

#### WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain lease dated March 1, 2012, and amended by a First Amendment dated as of March 1, 2017 (the lease and the First Amendment being referred to collectively as the "Lease"), for Suite 1420 in the building known as the George W. Dunne Cook County Office Building and located at 69 W. Washington Street, Chicago, Illinois (the "Building"), all as more particularly described in the Lease; and

**WHEREAS,** Landlord and Tenant desire to make certain changes to the Lease for the purpose of extending the term and for other purposes as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Lease and this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby further amend the Lease as follows:

- 1) <u>Definitions.</u> Unless the context otherwise requires, any capitalized term used and not otherwise defined herein shall have the meaning set forth in the Lease.
- 2) <u>Integration of Second Amendment and Lease.</u> This Second Amendment and the Lease shall be deemed to be one instrument, hereinafter collectively referred to as the "Amended Lease." In the event of any conflict between the terms and provisions of this Second Amendment and the terms and provisions of the Lease, the terms and provisions of this Second Amendment shall control and prevail.
- 3) <u>Term.</u> The Term of the Amended Lease is hereby extended for the period (the "Extension Period") commencing on March 1, 2022 and expiring on February 28, 2027 (the "New Expiration Date"), unless sooner terminated in accordance with the terms of the Amended Lease. The Extension Period shall be upon the same terms and conditions as contained in the Lease, except as set forth in this Second Amendment.
- 4) <u>Base Rent.</u> The Base Rent applicable to the Extension Period shall be the same as set forth in the Lease, adjusted accordingly for the change in the Rentable Area of the Premises as set out in Section 5 below.
- 5) <u>Premises.</u> The Rentable Area of the Premises shall be deemed to be 855 square feet in accordance with BOMA 1996 ANSI Standards, completed June 14, 2016, as shown on the schematic attached hereto as Exhibit A and incorporated herein by reference.
- 6) <u>Lease if Full Force and Effect.</u> Except as expressly modified or amended by this Second Amendment, all the terms and provisions of the Lease shall remain unchanged and in full force and effect.
- 7) Execution. This Second Amendment to Office Lease has been executed by the undersigned as of the dates written below.

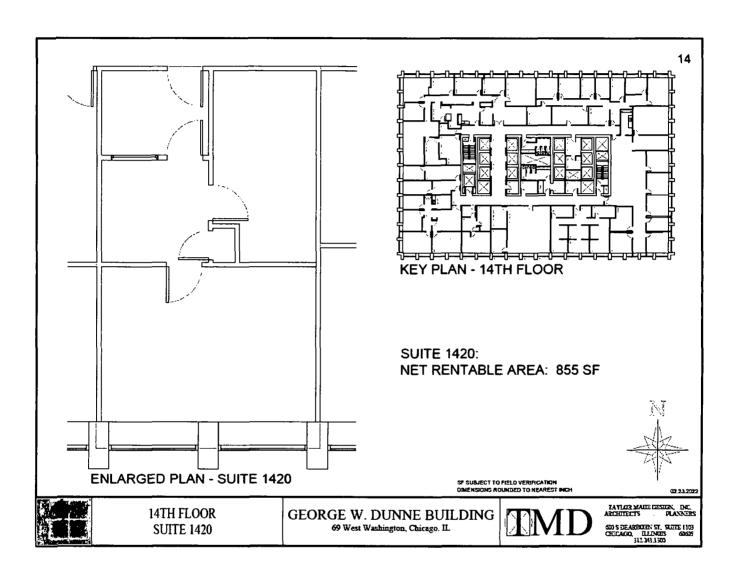
[Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to Office Lease to be executed as of the dates written below.

## **TENANT:** CITY OF CHICAGO, an Illinois municipal corporation By: Department of Assets, Information & Services By: \_\_\_\_\_\_ Title: Date: \_\_\_\_\_ Approved: Inspector General for the City of Chicago By: Inspector General Approved as to Form and Legality by the Department of Law: LANDLORD: COUNTY OF COOK, a body politic and corporate of the State of Illinois By: Toni Preckwinkle, President Cook County Board of Commissioners Date: \_\_\_\_\_ ATTEST: COOK COUNTY CLERK **COMPTROLLER** Karen Yarbrough Lawrence Wilson Approved as to form:

Assistant State's Attorney

## EXHIBIT A SCHEMATIC OF SUITE 1420



69 West Washington Street, Suite 1420 Lease No. 14227

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