



Office of the Chicago City
Clerk



O2012-4430

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	6/27/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with Cook County at 6337 S Woodlawn Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 27, 2012

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Public Health are authorized to execute a Lease with Cook County as Tenant governing the use of approximately 10,000 square feet of clinical space located at 6337 South Woodlawn Avenue; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2012, by and between, **THE CITY OF CHICAGO**, a municipal corporation and home rule unit of government (hereinafter referred to as "**Landlord**") and **THE COUNTY OF COOK**, a body politic and corporate of the State of Illinois (hereinafter referred to as "**Tenant**")

RECITALS

WHEREAS, Landlord owns the Woodlawn Neighborhood Health Clinic located at 6337 South Woodlawn Avenue as legally described in Exhibit A attached hereto (the "Building"); and

WHEREAS, the Building is one-story structure comprised of approximately 14,000 square feet of space and Landlord is utilizing approximately 4,000 square feet of space within the Building; and

WHEREAS, the remaining 10,000 square feet of space within the Building have no present municipal use for Landlord;

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 10,000 square feet of space within the Building to be used by Tenant as a public health clinic;

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 10,000 square feet of building space located at 6337 South Woodlawn Avenue, Chicago, Illinois (part of PIN# 20-23-200-029 - the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the date of execution of this Lease Agreement ("Commencement Date"), and shall terminate on December 31, 2016 unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

LEASE NO. 20263

One Dollar (\$1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

3.2 Utilities. Landlord shall pay for water and electricity supplied to the Building and the Premises. Tenant shall pay when due all charges for gas, if any, supplied to the Building and Premises. Landlord shall provide and pay for all telephone or other communication service for the portion of the Building used by Landlord. Tenant shall provide and pay for all telephone or other communication service, and all other utility services, used in or supplied to the Premises.

3.3 Taxes. In the event that real estate taxes or Leasehold taxes are ever assessed against the Premises as a result of Tenant's tenancy, Tenant shall pay when due any such real estate or leasehold taxes assessed or levied on Tenant's portion of the Premises without reimbursement or other setoff from Landlord. Tenant acknowledges that real estate taxes or leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all real estate or leasehold taxes assessed or levied on the subject Premises at least one year after Tenant vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease agreement.

3.4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Duty to Maintain Premises and Right of Access. Landlord shall take reasonable efforts to maintain all of Landlord's properties, including the Building, in a condition of good repair and good order. Tenant shall notify Landlord regarding any issues with maintenance of the Premises. Landlord shall be responsible for resolving any building code violations issued on the Premises. In the event such building code violations were caused by Tenant, Tenant shall resolve such issues at Tenant's cost or Landlord can perform such repairs subject to reimbursement from Tenant. Landlord shall have access to the Premises to perform any repairs.

LEASE NO. 20263

4.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to operating a public health clinic open to residents of Chicago and Cook County.

4.4 Alterations and Additions. Tenant may make alterations, additions and improvements on the Premises, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease including, but not limited to, Section 6.1 (f). Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions and or improvements. Any additions and improvements to the Premises shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without Landlord's prior written consent.

5.2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Self-Insurance. Tenant shall secure shall insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

6.2 Insurance. The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this Lease, the insurance coverages and requirements specified

below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Landlord's employees and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

d) Hospital Professional Liability. Hospital Professional Liability coverage with limits of not less than \$5,000,000 including prior Acts coverage, such instances covering Tenant against any claim made against Tenant arising out of a medical incident involving the rendering of or a failure to render professional services or out of the performance of the services in Tenant's capacity toward the Landlord as professional consultant, whether caused by an error, omission or act of the Tenant, of any person employed by Tenant or any others for whose actions or omissions Tenant is legally liable. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced the policy retroactive date must coincide with or precede the start of work.

e) All Risk Builders' Risk Insurance. When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

6.3 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date

LEASE NO. 20263

occurring during the Term of this Lease. The Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the Landlord. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the Landlord in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

The Tenant agrees that insurers shall waive their rights of subrogation against the Landlord of Chicago its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within the Lease documents or by law.

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the Lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises are damaged or destroyed or a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

8.2 Duty to Comply with Governmental Ethics Ordinance. Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2017. During any holdover period all provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60605

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management

LEASE NO. 20263

30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Cook County Real Estate Management Division
69 West Washington Street, Room 3000
Chicago, Illinois 60602
Attention: Director

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the

LEASE NO. 20263

relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease without prepayment or penalty by providing each other with One-Hundred Twenty (120) days prior written notice any time after execution of this Lease.

10.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

10.13 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within sixty (60) days. If Tenant does not cure such default within sixty (60) days, Landlord may cancel this Lease with thirty (30) days written notice.

10.14 Landlord's Reservation for Antennae Placement. Landlord reserves the right to install and maintain antennae or other communications equipment on the Premises whether for public or private use.

10.15 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that Landlord does not use brokers, landlord representatives, or other finder. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this Lease, or (c) dealt with Landlord on Landlord's behalf in connection with

the Premises or this Lease. No rental payments or other obligations due to Landlord hereunder shall ever be provided to any brokers, tenant representatives, landlord representatives, or other finders.

10.16 Amendments. From time to time, the parties hereto may administratively amend this Lease Agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease Agreement including, but not limited to, leasehold expansion. Provided, however, that such Amendment(s) shall not serve to extend the Lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.17 Access to Parking Lot. Tenant shall have non-exclusive access to the rear parking lot of the Building on a first-come first-served basis. Such use of the rear parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot. Landlord and Tenant acknowledge that in fulfilling Landlord and Tenant's public benefit mission, the parking lot is provided primarily for the benefit of Landlord's clients and Tenant's clients.

10.18 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

10.19 Municipal Marketing Efforts. Landlord shall have the right to install a digital or other advertising sign on the adjoining parking lot as part of the Landlord's municipal marketing efforts, subject to the separate approval of Landlord's City Council.

SECTION 11. RESPONSIBILITIES OF TENANT

11.1 Security Service. Tenant shall provide and pay for security services for the Building and the Premises.

11.2 Custodial Service. Tenant shall provide and pay for custodial services (when necessary), which shall be construed as keeping the Building and the Premises clean and free of debris.

11.3 Tenant Inspection. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.4 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises; is illegal; or increases the rate of insurance on the Premises.

LEASE NO. 20263

11.5 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto and maintain the smoke detectors in the Premises in accordance with applicable law.

11.6 Alarm Service and Security. Tenant is responsible for properly securing the Premises at all times. Tenant's security obligations do not cease until this Lease is terminated, Tenant completely vacates the Premises, Tenant provides Landlord with written notice that Tenant has vacated the Premises, and Tenant receives written notification from Landlord that Landlord has assumed security responsibilities.

11.7 Fire Extinguishers and Carbon Monoxide Detectors. Tenant shall provide and maintain required fire extinguishers and carbon monoxide detectors to the Building and the Premises.

11.8 Extermination Services. Tenant shall provide and pay for exterminator service for the Building and the Premises.

11.9 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Building.

11.10 Licensing and Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. Landlord's Department of Fleet and Facility Management and Department of Public Health must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Lease.

11.11 No Alcohol. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away or consumed on the Premises.

11.12 Scavenger Service. Tenant shall provide its own scavenger service if necessary.

11.13 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.14 Non-Discrimination. Tenant agrees that Tenant shall (a) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof, and (b) not use the Premises for any religious activities.

11.15 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition to the

condition of the Premises at the beginning of this Lease, with normal wear and tear taken into consideration.

11.16 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

11.17 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

SECTION 12. RESPONSIBILITIES OF LANDLORD

12.1 Maintenance. Landlord shall provide, at Landlord's expense, any and all engineering service for all maintenance and repair of the exterior and interior of the Premises, including all structural, mechanical, electrical components, and plumbing components. Engineering service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance and repair of the physical plant.

12.2. Heating. Landlord shall provide heating engineering services to the Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain all the heating plant and equipment in good operable condition.

11.12 Air-Conditioning. Landlord shall provide engineering services for air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain all the air-conditioning plant and equipment in good operable condition.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF CHICAGO,
a municipal corporation and home rule unit of government

DEPARTMENT OF PUBLIC HEALTH

By: _____
Commissioner

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel, Real Estate Division

LEASE NO. 20263

TENANT:

COUNTY OF COOK,
a body corporate and politic of the State of Illinois

By: _____
President, Cook County Board of Commissioners

County Clerk

County Comptroller

APPROVED AS TO FORM:

Assistant States Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 8 THROUGH 11 IN BLOCK 3 OF WAIT & BOWENS SUBDIVISION OF THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 28 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 20-23-200-029

Common Address: 6337 South Woodlawn Avenue

6337 South Woodlawn Avenue
Cook County
Lease No. 20263

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