



City of Chicago



O2016-4195

Office of the City Clerk

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Meeting Date: 5/18/2016

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Lease agreement with The Board of Trustees of the University of Illinois for use of clinical office space at Uptown Neighborhood Health Clinic at 845 West Wilson Ave

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

1459



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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 is authorized to execute an Intergovernmental Lease Agreement with The Board of Trustees of the University of Illinois, as Tenant, for occupancy of 1,500 square feet of clinical office space, located at the Uptown Neighborhood Health Clinic at 845 West Wilson Avenue, to be used as a health clinic; such Intergovernmental Lease Agreement to be approved by the Commissioner of the Department of Public Health and as to form and legality by the Corporation Counsel in substantially the following form:

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective on the _____ day of _____, 2016, ("Commencement Date") by and between the CITY OF CHICAGO, an Illinois Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "Landlord" or "City") and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois (hereinafter referred to as "Tenant" or "University").

RECITALS

WHEREAS, the City is the owner of the real property commonly known as 845 West Wilson Avenue, Chicago, Cook County, Illinois, which is improved with a building ("Building") used as the Uptown Neighborhood Health Clinic; and

WHEREAS, the University wishes to provide HIV primary care services at the Uptown Neighborhood Health Clinic as a delegate agency on behalf of the City's Department of Public Health and the City has an interest in the University operating the clinic; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 1,500 square feet of clinical and general medical and administrative office space on the second floor of the Building.

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

SECTION 1. GRANT

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

Approximately 1,500 square feet of clinical space on the second floor of the Building, located on that certain parcel of real estate more commonly known as 845 West Wilson Avenue, Chicago, Illinois, PINs 14-17-221-001 through -004, -013 through -015, and -034 (the "**Premises**"), as further depicted on Exhibit A attached hereto.

SECTION 2. TERM

2.1 Term. The term of this IGA (the "**Term**") shall begin on the Commencement Date and shall end on December 31, 2022, unless sooner terminated as set forth in this IGA.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of One Dollar (\$1.00) for the entire Term, with the receipt and sufficiency of said sum hereby acknowledged by both parties. The term "Rent" as used herein means the base rent of \$1.00 plus all other payments due under this IGA of any kind or nature.

3.2 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises, if and only to the extent required by applicable law. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this IGA. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises based upon University's status as a public body corporate and politic of the State of Illinois or any other exemption, claim or defense. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this IGA. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this IGA.

3.3 Operating Costs. Tenant shall reimburse Landlord's Operating Costs for the Premises as delineated pursuant to Section 3.3.a below beginning on the Commencement Date as reimbursement for Landlord's costs to operate the Building and the Premises.

a. Calculation of Operating Costs. Tenant shall pay for Operating Costs (as hereinafter defined) incurred by Landlord with regards to Tenant's "Proportionate Use" of the Building. This Proportionate Use shall be based on the square footage leased by Tenant divided by the Building's total square footage. The Building's total square footage is approximately 38,123 square feet and Tenant's leasehold is approximately 1,500 square feet, which comprises 3.93% of the Building's total square footage. "Operating Costs" shall be based on Tenant's 3.93% Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) security services for the Building (not the Premises), (iii) landscaping and snow removal, (iv) common area maintenance and maintenance of the building envelope, roof, and structural components, (v) maintenance of electrical, plumbing, and HVAC systems, and (vi) Tenant's allocable share of other costs incurred by Landlord in operating and maintaining the Building (excluding (a) any capital repairs or improvements that may be required, (b) repairs required by casualty, or (c) costs that are specific and isolated to other tenants' space within the Building). Tenant shall separately contract for custodial services and other communication services at the Premises. For 2016, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, \$306.94 per month (subject to

subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2016 and/or subsequent years).

b. Reimbursement Procedure. Each calendar year and as soon as Landlord can secure data for the prior year's operating costs, Landlord shall provide Tenant with the estimate the annual estimated Operating Costs for such year. Tenant shall pay to Landlord, one-twelfth (1/12) of such amount in equal monthly installments, on the first day of each month during such year following billing by Landlord. Once full data becomes available, Landlord shall provide Tenant with the actual Operating Costs for the previous year and a statement with reasonable supporting documentation as to whether Tenant has underpaid or overpaid said Operating Costs. In the event Tenant's payments during the previous calendar year are less than the actual Operating Costs due from Tenant, such underpayment shall be included in Tenant's subsequent monthly installment(s) of Operating Costs spread out for the remainder of the year, or, if said underpayment shall have been made in the last year of the Term, Tenant shall refund said underpayment to Landlord within thirty (30) days. If Tenant's installments during the previous calendar year are more than the actual Operating Costs due from Tenant, Landlord shall credit said amount against Tenant's subsequent monthly installment(s) of Operating Costs for the remainder of the year, or, if said overpayment shall have been made in the last year of the Term, Landlord shall refund said overpayment to Tenant within thirty (30) days.

Operating Costs shall be paid to Landlord at the Department of Finance, Warrants for Collection, City Hall, 121 North LaSalle, Room 107, Chicago, Illinois 60602 or at such place as Landlord may from time to time, hereby designate in writing to Tenant. Landlord shall invoice Tenant for such Operating Costs on a monthly basis. In the event that Tenant does not receive such invoice from Landlord, Tenant shall contact Landlord. Landlord's failure to invoice Tenant for Operating Costs or other expenses does not constitute a waiver of any such charges.

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 or any amounts 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 or to pursue any other remedies available to Landlord.

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

4.1 Satisfaction with Condition. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof and accepts the Premises in its "As-Is" condition.

4.2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements, and conditions of

this IGA on its part to be kept, observed, and performed, shall lawfully occupy and enjoy the Premises (subject to the provisions of this IGA) during the Term without hindrance or molestation by Landlord.

4.3 Tenant's Duty to Maintain Premises. Tenant shall, at Tenant's expense, keep the Premises in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. If Tenant shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Landlord, unless such repair cannot be remedied within fifteen (15) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord, at Landlord's option, is authorized to either make such repairs and Tenant will, within thirty (30) business days of demand, reimburse Landlord for the reasonable cost thereof, or Landlord can immediately terminate this IGA by providing the Tenant with written notice thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of the Premises.

4.4 Maintenance of the Building. Landlord shall take reasonable and reasonably prompt efforts to maintain the Building and all of its structural elements and mechanical systems (including the Building envelope, roof, HVAC, plumbing, and electrical systems) in condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. Tenant shall notify Landlord regarding any issues with maintenance of the Building.

4.5 Use of the Premises. Tenant shall use the Premises only as an HIV clinic. Tenant shall not use the Premises in a manner that would violate any laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments (collectively – the "Laws") which may be applicable to the Premises or to the use or manner of use of the Premises. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws 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.

4.6 Alterations, Additions and Improvements. Tenant may not make alterations, additions, or improvements to the Premises without the prior written approval of the Commissioner of the Department of Fleet and Facility Management. All alterations, additions, and improvements shall be in full compliance with the applicable Laws. Landlord shall not be obligated to pay for any alterations, additions, or improvements to the Premises.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

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

5.2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

5.3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. 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 shall become immediately due and payable by Tenant, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INSURANCE AND LIABILITY

6.1 Self-Insurance. Tenant shall secure 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. Tenant shall procure and maintain at all times, at Tenant's own expense, or cause to be maintained at the expense of service providers, as applicable, at all times during the Term, the insurance coverages and requirements specified below, insuring all operations related to the IGA. The kind and amounts of insurance required are as follows:

(a) Worker's Compensation and Employer's Liability. Workers Compensation as prescribed by applicable law, covering all employees who are to provide a service under this IGA, and Employer's Liability Insurance with limits of not less than \$500,000 each accident, illness or disease.

(b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than \$3,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago shall be named as a contracting party under the University's self-insurance program for purposes of this Section 6.2 only. The contracting party coverage shall not have any language under the policy such as, but not limited to, Tenant's sole negligence or the contracting party's vicarious liability. Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

(d) Medical Professional Liability. Medical 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, whether caused by an error, omission or act of the Tenant, of any person employed or contracted by Tenant 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. Upon City's request, Tenant shall provide City with copies of the professional licenses and/or certificates for each of the professionals performing services in the Premises.

Landlord shall not be responsible for any loss or damage personal property (including, but not limited to materials, equipment, tools and supplies), owned, rented or used by Tenant.

6.3 Other Terms of Insurance. 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 IGA, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Tenant shall submit evidence of insurance prior to execution of the IGA. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this IGA have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the IGA. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Non-conforming insurance shall not relieve Tenant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the IGA and the Landlord retains the right to terminate or suspend the IGA until proper evidence of insurance is provided.

The Tenant shall provide for 30 days prior written notice to be given to the Landlord in the event coverage is substantially changed, cancelled, or non-renewed.

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

Tenant hereby agrees that its insurers, and/or Tenant's self-insurance program, shall waive any right of subrogation which any insurer of Tenant may acquire against the Landlord by virtue of the payment of any loss under the insurance. Upon request by Landlord, Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer(s).

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 in this IGA or by law.

Tenant expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by the Landlord shall not contribute with insurance provided by Tenant.

The required insurance coverages and limits to be carried shall not be reduced by any limitations expressed in this IGA.

If Tenant maintains higher limits than the minimums shown above, Landlord shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord to the extent of Landlord's loss.

The Tenant must require all contractors or subcontractors to provide the insurance required herein, or Tenant may provide the coverages for contractors or subcontractors. All contractors and subcontractors are subject to the same insurance requirements of Tenant unless otherwise specified in this IGA. Tenant must ensure that Landlord is an additional insured on an Endorsement CG-2010 of the insurance required from contractors and subcontractors.

Notwithstanding any provision to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the rights to modify, delete, alter or change these requirements at any time during the Term of IGA.

6.4 Liability. It is understood and agreed that neither party to this IGA shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the other unless such liability is imposed by law and that this IGA shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties. Tenant shall be responsible for all loss or damage to business property (including but not limited to materials, equipment, tools and supplies), owned or rented, by Tenant.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

7.1 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 of Chicago), either direct or indirect, in the Premises. No such official, employee, or member shall 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 IGA.

7.2 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 or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable in the sole discretion of the City.

SECTION 8. ADDITIONAL RESPONSIBILITIES OF TENANT

8.1 Custodial Services. Tenant shall provide and pay for custodial services and shall be responsible for keeping the Premises clean and free of debris. Tenant shall provide and pay for any exterminator service whenever such services are reasonably necessary.

8.2 Scavenger/Dumpster Services. Tenant shall provide and pay for scavenger/dumpster services for the Premises.

8.3 Security. Tenant is responsible for properly securing the Premises during the Term.

8.4 Maintenance of Premises. Tenant shall maintain the interior of the Premises, including fixtures located within the Premises, such as sinks, toilets, and light fixtures.

8.5 Fire Protection. Tenant shall provide and maintain smoke detectors, carbon monoxide detectors, and fire extinguishers in the Premises at all times as required by applicable Laws.

8.6 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, unless approved as part of an alteration, addition, or improvement under this IGA. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, contractors or clients where Tenant's clients are in the Premises and/or Building to receive services provided by the Tenant.

8.7 Hazardous Substances. Tenant shall not use or store any Hazardous Substances (defined below) on the Premises, except those routinely found in a medical clinic. Tenant shall promptly notify the Landlord if Tenant discovers any Hazardous Substances on the Premises. Tenant shall dispose of all medical wastes at Tenant's cost and in accordance with any applicable Laws. As used in this IGA, the term "Hazardous Substances" shall mean any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "Environmental Laws" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the regulation and protection of human health, safety, the environment, natural resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

8.8 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. The Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a material breach of the terms of this IGA. Tenant understands that this IGA shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

8.9 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's employees, clients, invitees, contractors, and any other person entering the Premises.

8.10 Condition at Termination. Upon the termination of this IGA, Tenant shall surrender the Premises to the Landlord in the same or better condition to the condition of the Premises at the beginning of Tenant's occupancy of the Premises. Tenant shall remove all equipment and/or materials placed on the Premises by Tenant or anyone acting by or under Tenant, and Tenant shall replace the door locks to the Premises. Said removal and lock replacement shall be without cost to Landlord.

8.11 No Alcoholic Beverages. Tenant agrees that alcoholic beverages shall not be sold, given away, or consumed on the Premises.

8.12 Illegal Activity. Tenant shall not perform or permit any practice that is illegal or injurious to the Premises or unreasonably disturbs other tenants.

8.13 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry,

immigration status, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises.

SECTION 9. MISCELLANEOUS

9.1 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 Fleet and Facility Management
Office of Real Estate Management
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:

University of Illinois
Office of University Counsel
405 Administrative Office Building
1737 W. Polk Street
Chicago, IL 60612

With copy to: University of Illinois
Real Estate Planning Services
Office of Business and Financial Services
809 S. Marshfield Ave (MC078)
Chicago, IL 60612

and to Tenant at the Premises, 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.

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

9.3 Governing Law. This IGA shall be construed and be enforceable in accordance with the laws of the State of Illinois. Notwithstanding anything to the contrary contained in this IGA, University shall not be deemed to have waived University's sovereign immunity under the laws and Constitution of the State of Illinois for any purpose whatsoever, and University hereby expressly reserves all rights and defenses afforded and available to it as a public body, corporate and politic, of the State.

9.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this IGA. This IGA 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.

9.5 Captions and Section Numbers. The captions and section numbers appearing in this IGA 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 IGA nor in any way affect this IGA.

9.6 Binding Effect of IGA. The covenants, agreements, and obligations contained in this IGA shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns, and is subject to no contingencies or conditions except as specifically provided herein.

9.7 Time is of the Essence. Time is of the essence of this IGA and of each and every provision hereof.

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this IGA shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

9.9 Authorization to Execute IGA. The parties executing this IGA hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively.

9.10 Termination of IGA. At any time one (1) year after the Commencement Date, and subject to Section 9.14, Landlord and Tenant shall have the right to terminate this IGA for convenience without penalty by providing Tenant with ninety (90) days prior written notice.

9.11 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month beginning on January 1, 2023 and the Rent shall be at the same rate as set forth in Section 3.1 of this IGA. During such holding over all other provisions of this IGA shall remain in full force and effect.

9.12 Damage or Destruction. If the Premises and/or Building are damaged or destroyed or a casualty to such extent that University cannot continue, occupy or conduct its normal

business therein, or if, in University or City's opinion, the Premises and/or Building are rendered unusable, either City or University shall have the option to declare this IGA terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, University shall cease operations immediately and the Operating Costs shall be apportioned as of the date of such damage or destruction. City shall repay to University any prepaid Operating Costs.

9.13 Force Majeure. When a period of time is provided in this IGA 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.

9.14 Tenant Default. Tenant must adhere to all provisions of this IGA. Failure of Tenant to adhere to all provisions of this IGA 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 ten (10) business days. If Tenant does not cure such default within ten (10) business days, Landlord may cancel this IGA with five (5) days written notice.

9.15 No Brokers. The Department of Fleet and Facility Management, Office of Real Estate Management, does not use brokers, tenant representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this IGA, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this IGA. Under no circumstances shall Tenant make any payments due hereunder to any broker(s).

9.16 Access to Parking Lot. Tenant shall have non-exclusive access to the parking lot of the Building on a first-come first-served basis. Such use of the parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot.

9.17 Amendments. From time to time, the parties hereto may amend this IGA without City Council approval with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this IGA, including, but not limited to, amendments to permit the expansion of Tenant's Premises and billing responsibility for telephone service if provided by the City. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve, in the sole opinion of the Landlord, 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 IGA and all other provisions of this IGA shall otherwise remain in full force and effect.

9.18 Compliance with Law; No Required Referrals. Each party expressly acknowledges that the compensation to be paid pursuant to this IGA has been paid, and that any changes to this IGA, will be the result of arms' length negotiations between the parties, and that the compensation in this IGA has not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties (or any individuals or entities related to the parties). Neither party to this IGA, nor any of their respective affiliates, employees, or agents shall be required to make any referrals to the other in connection with this IGA. The parties shall and intend to comply with all applicable laws including but not limited to 42 C.F.R. §1001.952(w).

9.19 Availability of Funds. This IGA is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly, the Board of Trustees of the University of Illinois, or Federal funding source fails to make an adequate appropriation to make payments under the terms of this IGA.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this IGA as of the date first written above.

LANDLORD:

CITY OF CHICAGO,
an Illinois 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: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
A body corporate and politic of the State of Illinois

By: _____

Print Name: _____

Title: _____

845 W. Wilson Ave.
Lease No. 20335

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