



City of Chicago



O2014-4248

Office of the City Clerk

Document Tracking Sheet

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| Meeting Date: | 5/28/2014 |
| Sponsor(s): | Emanuel (Mayor) |
| Type: | Ordinance |
| Title: | Intergovernmental agreement with Board of Trustees of the University of Illinois for use building space at 641 W 63rd St |
| Committee(s) Assignment: | Committee on Housing and Real Estate |



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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 access, license and lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Public Health are authorized to execute an Intergovernmental Agreement with the Board of Trustees of the University of Illinois governing the Board of Trustees of the University of Illinois' use of approximately 6,800 square feet of building space located at 641 West 63rd Street; such Intergovernmental Agreement to be approved 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 this _____ day of _____, 2014 (the "Commencement Date"), by and between THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as the "City") and THE BOARD OF TRUSTEES OF THE University OF ILLINOIS, a body politic and corporate of the State of Illinois (hereinafter referred to as the "University").

RECITALS

WHEREAS, City's Department of Public Health previously issued a Community Health Centers Request for Proposals (the "RFP") regarding the delivery of health services at various locations including City's Englewood Neighborhood Health Clinic located at 641 West 63rd Street (the "Building"); and

WHEREAS, City's Department of Public Health selected University's Mile Square Health Center to perform the services as outlined in the RFP within a portion of the Building and City's Department of Public Health and University entered into a Delegate Agency Grant Agreement (the "Grant Agreement") attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the University is currently using and occupying the Premises to provide services under the Grant Agreement pursuant to a previous Intergovernmental Agreement entered into by the parties on or about June 30, 2012; and

WHEREAS, the parties have entered into an agreement to renew and extend the Grant Agreement (the "Grant Renewal Agreement") attached hereto and made a part hereof as Exhibit A-1; and

WHEREAS, City has agreed to allow University to continue its use, and University has agreed to continue its use, of approximately 6,800 square feet of clinical and general medical and administrative office space located on the first floor of the Building (the "Premises") together with access to an adjacent parking lot all as legally described on Exhibit B and as depicted on Exhibit C attached hereto and made a part hereof to be used by University as provided herein; and

WHEREAS, the Premises do not have a present municipal use; and

WHEREAS, University's use of the Premises to deliver medical services as a Federally Qualified Health Center pursuant to Section 330 of the Public Health Service Act (42 U.S.C. §254b), the Grant Agreement, and Grant Renewal Agreement, will improve the overall quality of affordable public health services available to area residents.

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

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SECTION 1. GRANT

Subject to and in accordance with the terms and conditions of this IGA, City hereby grants to the University a license to use and occupy the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 6,800 square feet of space on the first floor of the Englewood Neighborhood Health Clinic and use of and access to an adjoining parking lot all located at 641 West 63rd Street, Chicago, Illinois (part of PINs 20-21-102-009; -010; -017; 020; and -025).

SECTION 2. TERM

2.1 Term. The term of this IGA (the "**Term**") shall begin on July 1, 2014 (the "**Commencement Date**") and shall terminate on December 31, 2019, unless sooner terminated as set forth in this IGA.

SECTION 3. RENT, OPERATING COSTS, TAXES, AND UTILITIES

3.1 License Fee. University shall pay a license fee 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.

3.2 Operating Costs. University shall reimburse City's Operating Costs (as hereinafter defined) for access to the Premises pursuant to Section 3.2.a below as reimbursement for City's costs to operate the Building and the Premises, but not as rent and not as profit.

a. Calculation of Operating Costs. University shall pay to City Operating Costs incurred by City with regards to University's "**Proportionate Use**" of the Building. This Proportionate Use shall be based on the square footage of the Premises divided by the Building's total square footage. The Building's total square footage is approximately 54,189 square feet and the Premises are approximately 6,800 square feet, which comprises 12.5 % of the Building's total square footage. "**Operating Costs**" shall be based on University's 12.5 % Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) landscaping and snow removal, (iii) City engineering services, and (iv) University's allocable share of other costs incurred by City in operating and maintaining the Building (excluding any capital improvements that may be required). University shall separately contract for custodial services to the Premises. For 2014, University's Operating Costs are estimated to be, and University shall initially pay, **\$1,761.72** per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2014 and/or subsequent years).

b. Reimbursement Procedure. Each calendar year as soon as City can secure data for the prior year's Operating Costs, City shall provide University with the estimate of the annual

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Operating Costs for such year. University shall pay to City one-twelfth (1/12) of such amount in equal monthly installments. The estimated monthly Operating Costs for 2014 are set forth in Exhibit D. Once full data becomes available, City shall provide University with the actual Operating Costs for the previous year and a statement as to whether University has underpaid or overpaid said Operating Costs. In the event University's payments during the previous year are less than the actual Operating Costs due from University, such underpayment shall be included in University'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, University shall provide said underpayment to City within sixty (60) days. If University's installments during the previous year are more than the actual Operating Costs due from University, City shall credit said amount against University'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, City shall refund said overpayment to University within sixty (60) days. Within thirty (30) days of City's receipt of University's written request, City shall provide University with copies of the most current invoices for the services included in the Operating Costs. Notwithstanding the foregoing, University acknowledges that City is a large municipal entity, that some of University's records are stored off-site, and that while City shall make reasonable efforts to provide University with copies of requested documentation some documentation may not be available within thirty (30) days.

Operating Expenses shall be made payable to the "City of Chicago, Department of Finance" and paid to City at the Department of Finance, Warrants for Collection, City Hall, 121 North LaSalle, Room 107, Chicago, Illinois 60602 or at such place as City may from time to time, hereby designate in writing to University. City shall invoice University for such Operating Expenses on a monthly basis. In the event that University does not receive such invoice from City, University shall contact City and request such invoicing. City's failure to invoice University for Operating Expenses or other expenses incurred under this IGA does not constitute a waiver of any such charges.

3.3 Utilities. City shall pay for gas, electricity, and water supplied to the Building. University shall pay when due all charges for telephone or other communication service provided to the Premises. In the event that University uses the City's telephone lines, such costs shall be a reimbursable Operating Cost.

3.4 Taxes. In the event that Leasehold taxes are ever assessed against the Premises as a result of University's tenancy, if and only to the extent required by applicable law, University shall pay when due any leasehold taxes assessed or levied on University's portion of the Premises without reimbursement or other setoff from City. University acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result University will be responsible for satisfaction of leasehold taxes assessed or levied on the subject Premises at least one year after University vacates the Premises. University's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this IGA. Notwithstanding the foregoing, nothing contained herein shall preclude University 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 University to pay

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such taxes during the pendency of such contest shall not constitute a default under this IGA, but payment of leasehold taxes may be a requirement for contesting such taxes.

3.5 Accord and Satisfaction. No payment by University or receipt by City of a lesser amount than any installment or payment of the rent or Operating Costs or other costs 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. City may accept such check or payment without prejudice as to City's right to recover the balance of such installment or payment to pursue any other remedies available to City.

SECTION 4. ENJOYMENT OF PREMISES, MAINTENANCE, ACCESS, USE, ALTERATIONS AND ADDITIONS

4.1 Covenant of Quiet Enjoyment. City covenants and agrees that University, upon paying the rent, Operating Costs, and upon observing and keeping the covenants, agreements and conditions of this IGA 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 IGA) during the Term without hindrance or molestation by City or by any person or persons claiming under City.

4.2 Maintenance. City shall take reasonable and reasonably prompt efforts to maintain the Premises and the Building and all of its structural elements, mechanical systems, in a condition of good repair and good order and in compliance with all applicable building codes. University shall notify City regarding any issues with maintenance of the Premises and/or Building. University shall also notify City regarding any issues with other services provided to the Premises and/or Building by City or through City's contractors. In the event that City fails to repair and/or correct problems that impact University's operations as a health care clinic and/or the health and safety of University's employees and/or patients following twenty (20) days written notice to City, University may undertake such repairs/maintenance through contractors or tradespersons acceptable to City and deduct such charges against future Operating Costs.

4.3 City's Right of Access. City shall have the right of reasonable access to the Premises and/or Building, upon reasonable prior written notice to University, for the purpose of inspecting and making City repairs to the Premises and/or Building. City shall also have the right of reasonable access to the Premises and/or Building for the purposes of monitoring University's compliance with Grant Agreement and Grant Renewal Agreement. City shall always have access to the Premises and/or Building in the event of maintenance emergencies or security emergencies.

4.4 Use of the Premises. University shall not use the Premises in a manner that would violate any law. University further covenants not to do or suffer any waste or damage any portion of the Premises and/or Building, and to 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. University's activities on the Premises shall be conducted in accordance with the Grant Agreement and Grant Renewal Agreement between University and City's Department of Public

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Health. All such activities must be provided consistent with University's not-for-profit purposes and so as to lessen the burdens of government by providing such health care services.

4.5 Alterations and Additions. University may make alterations, additions, and improvements on the Premises. Any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and building codes. In addition, University will comply with all insurance requirements under this IGA including, but not limited to, Section 6.1 (f). University 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 shall be without cost to City and shall become property of City at termination without offset or other credit to University.

SECTION 5. ASSIGNMENT AND LIENS

5.1 Assignment. University may assign this IGA in whole or in part or sublet the Premises or any part thereof upon the prior written consent of the Commissioner of the Department of Fleet and Facility Management. Such consent shall not be unreasonably withheld, conditioned, or delayed.

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

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. In accordance with the insurance requirements of the Grant Agreement and the Grant Renewal Agreement, and the applicability of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680), University shall procure and maintain at all times at University's own expense, during the term of this IGA, the insurance coverages and requirements specified below, insuring all operations related to the IGA through self-insurance or 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

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prescribed by applicable law, covering all University'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 IGA.

c) Professional/ Liability. When any medical professionals perform services in the Premises or in connection with University's use of the Premises, professional liability insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than \$4,000,000. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Upon City's request, University shall provide City with copies of the professional licenses and/or certificates for each of the professional consultants performing services in the Premises or in connection with the University's use of the Premises.

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

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by University for full replacement value to protect against loss, damage to or destruction of personal property or contents owned or rented by University.

The University shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by University.

f) All Risk Builders Risk Insurance. When University undertakes any construction, including improvements, betterments, and/or repairs, University 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.

6.2 Other Terms of Insurance. University will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance or self-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 of this IGA. University shall submit evidence of insurance prior to

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

The insurance shall provide not less than 30 days prior public notice to be given to the City 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 University.

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

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

University 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 University under the IGA.

Upon reasonable written notice to University, the City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 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.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 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.

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 her or his position to influence any City governmental decision or action with respect to this IGA.

8.2 Duty to Comply with Governmental Ethics Ordinance. City and University 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 University shall be construed to be a month to month license beginning on January 1, 2020 (the "**Holding Over**"). During any Holding Over the rent and Operating Costs will be the same as outlined in Section 3.1 and Section 3.2 of this IGA. During any Holding Over, all other provisions of this IGA 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 University to City 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 City 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
30 North LaSalle Street, Room 300
Chicago, Illinois 60602

or at such other place as City may from time to time designate by written notice to University. All notices, demands, and requests by City to University shall be delivered by a national

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overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to University as follows:

University of Illinois
Chief Executive Director
Mile Square Health Center
1220 South Wood Street
Chicago, Illinois 60608

with a copy to:

University of Illinois
Real Estate Planning and Services
Office of Business and Financial Services
809 South Marshfield Avenue (MC078)
Chicago, Illinois 60612

or at such other place as University may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon University by City, or upon City by University, 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 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.

10.3 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.

10.4 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.

10.5 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.

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10.6 Binding Effect. 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.

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

10.8 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.

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

10.10 Termination. Subject to Section 10.12, City and University shall have the right to terminate this IGA for any reason by providing each other with ninety (90) days prior written notice at any time after July 1, 2015; provided however, that in the event that City's Department of Public Health extends University's program funding (the "Extended Funding") pursuant to the Grant Agreement and/or Grant Renewal Agreement beyond June 30, 2015, this IGA shall not be terminated by either party under this section 10.10 during the period when such Extended Funding is in place but such Extended Funding shall not extend the Term of this Lease and shall be subordinate to Section 9.1. Notwithstanding the foregoing, City and University may terminate this IGA at any time by providing each other with ninety (90) days prior written notice at any time in the event that City's Department of Public Health ceases to provide University with program funding under the Grant Agreement and/or Grant Renewal Agreement.

10.11 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.

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

10.13 No Brokers. University warrants to City that no broker or finder (a) introduced University to the Premises, (b) assisted University in the negotiation of this IGA, or (c) dealt with University on University's behalf in connection with the Premises or this IGA. City

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warrants to University that no broker or finder (a) introduced City to University, (b) assisted City in the negotiation of this IGA, or (c) dealt with City on City's behalf in connection with the Premises or this IGA.

10.14 Amendments. From time to time, the parties hereto may administratively amend this IGA with respect to any provisions reasonably related to University's use of the Premises and/or City's administration of this IGA, including, but not limited to, space expansion or reduction within the Building and space re-measurement. Provided, however, that such amendment(s) shall not serve to extend the 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 City and University. 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.

10.15 Compliance with Department of Public Health. University shall at all times be in compliance with all material provisions of the Grant Agreement, the Grant Extension Agreement, or any agreements entered into between University and City's Department of Public Health relative to the Premises and/or Building.

10.16 Access to Parking Lot. University, its agents, employees, licensees, contractors, clients, and invitees 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. University acknowledges that City may from time to time license parts of the parking lot to other parties. City and University acknowledge that in fulfilling City and University's public benefit mission, the parking lot is provided primarily for the benefit of City's clients and University's clients.

10.17 Existing Furniture and Equipment. University may, without charge, continue to use any furniture and equipment belonging to City that was identified in Exhibit E of the previous Intergovernmental Agreement and located within the Premises. The City shall retain ownership of such furniture and equipment; provided, however, that University may repair or discard any of the items furniture and equipment at a later date without notice to or reimbursement to City.

10.18 No Other Rights. The execution of this IGA does not give University any other right with respect to the Premises and/or Building. Any rights not expressly granted to University through this IGA are reserved exclusively to City. Unless otherwise specified in this IGA, execution of this IGA does not obligate City to undertake any additional duties or services.

10.19 Document Conflicts. Where there is a conflict between this IGA and the Grant Agreement or Grant Extension Agreement regarding services to be delivered by University or related provisions that conflict, the provisions in the Grant Agreement or Grant Extension Agreement, as applicable, shall prevail over this IGA.

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10.20 Municipal Marketing Efforts. The City shall have the right to install a digital advertising sign on the adjoining parking lot as part of the City's municipal marketing efforts.

10.21 No Construction against Preparer. This IGA shall not be interpreted in favor of either City or University. City and University each acknowledge that both parties participated fully in the mutual drafting of this IGA.

10.22 No Real Estate Interests. This IGA creates a license only. University acknowledges and agrees that University shall not hold or claim at any time an interest or estate of any kind whatsoever in the Premises or the Building by virtue of this IGA or University's use of the Premises.

SECTION 11. RESPONSIBILITIES OF UNIVERSITY

11.1 University Inspection. University has inspected the Premises, Building, and all related areas and grounds. University is satisfied with the physical condition thereof. University accepts the Premises and the Building in "as-is" condition.

11.2 Custodial Service. University shall keep the Premises in a sanitary condition, free of insects, rodents, vermin and other pests. University shall provide and pay for University's own custodial services for the Premises. At University's cost, University may also choose to supplement City's custodial services for the common areas within the Building. By mutual agreement, the Premises may also be serviced by City's custodial services provider and such costs shall be included as reimbursable Operating Costs.

11.3 Security. University shall provide security for the Premises and University shall secure the Premises. University shall abide by any security rules that may apply to the Building and/or the Premises. At University's cost, University may also choose to supplement City's security services for the Building (for example, where University wishes to operate during hours when the City does not operate). By mutual agreement, the Premises may also be serviced by City's security services provider and such costs shall be included as reimbursable Operating Costs.

11.4 Repairs for University Negligence, Vandalism, or Misuse. University shall assume responsibility for any repairs to the Premises and/or Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by University's employees, agents, contractors, or clients where University's clients are in the Premises and/or the Building to receive services provided by University.

11.5 Fire Extinguishers. City shall provide and maintain fire extinguishers as may be required by applicable code in the Building and the Premises at all times. City's costs to provide and maintain fire extinguishers shall be included in the reimbursable Operating Costs.

11.6 Signage. University may place exterior and interior signage on the Premises and/or Building. Such signage and placement must be approved in writing by the Commissioner

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of the Department of Fleet and Facility Management, such approval not to be unreasonably withheld, conditioned, or delayed.

11.7 Hazardous Materials. University shall keep out of the Premises materials which cause a fire hazard or safety hazard. University shall not store any hazardous materials within the Premises and/or Building. University shall dispose of all medical wastes at University's cost and in accordance with any applicable laws.

11.8 Trade Fixtures. University shall maintain University's equipment and trade fixtures in the Premises in good condition. Upon the termination or cancellation of this IGA, University shall remove University's personal property and equipment, provided that University shall repair any injury or damage to the Premises and/or Building resulting from such removal. If University does not remove University's furniture, machinery, trade fixtures and all other items of personal property, City may, at its option, remove the same and deliver them to any other place of business of University or warehouse the same. University shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to City on demand. In the alternative, City may treat such property as being conveyed to City with this IGA serving as a bill of sale, without further payment or credit by City to University.

11.9 Illegal Activity. University, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or Building, is illegal, or increases the rate of insurance on the Premises and/or Building.

11.10 No Alcohol or Illegal Drugs. University agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises or Building by University's staff, contractors, agents, invitees, or clients.

11.11 Licensing and Permits. For any activity which University desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by University prior to using the Premises for such activity. The Department of Public Health and the Department of Fleet and Facility Management 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 IGA.

11.12 Non-Discrimination. University agrees that University shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income with respect to services provided by University on the Premises. University shall not use the Premises for any religious activities or for any political purposes.

11.13 Building Rules. University shall comply with all reasonable rules and regulations in place at IGA execution or thereafter promulgated in writing by City for the Building including, but not limited to, any parking lot rules and regulations.

11.14 Compliance with HIPAA. University shall at all times comply with all provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

11.15 Economic Disclosure Statement Affidavit (“EDS”) Updates. Throughout the IGA Term, University shall provide City with any material updates to the information previously submitted in University’s Economic Disclosure Statement Affidavit (“EDS”). City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this IGA.

11.16 Condition on Surrender. Upon the termination or cancellation of this IGA, University shall surrender the Premises to City in a comparable condition to the condition of the Premises at the beginning of University’s occupancy, with normal wear and tear excepted.

11.17 Compliance with Law; No Required Referrals. Each party expressly acknowledges that the compensation to be paid pursuant to this IGA, the Grant Agreement and the Grant Extension Agreement has been paid, and any changes to those agreements will be the result of arms’ length negotiations between the parties, and that the compensation in those agreements 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. The parties shall and intend to comply with all applicable laws including but not limited to 42 C.F.R. §1001.952(w).

SECTION 12. FEDERAL TAXPAYER IDENTIFICATION/LEGAL ENTITY CERTIFICATION

12.1 City Certification. Under penalties of perjury, City, by signing this IGA, certifies that its Federal Taxpayer Identification Number is 36-6005820 and that it is a Municipal Corporation of the State of Illinois.

SECTION 13. AVAILABILITY OF FUNDS

13.1 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]

AGREEMENT NO. 20256

IN WITNESS WHEREOF, the parties have executed this IGA as of the Commencement Date.

CITY:

THE 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: DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

University:

THE BOARD OF TRUSTEES OF THE University OF ILLINOIS,
a body corporate and politic of the State of Illinois

By: _____
Comptroller

EXHIBIT A

GRANT AGREEMENT

(To Come)

EXHIBIT A-1

GRANT RENEWAL AGREEMENT
(To Come)

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES
(Subject to Final Survey and Title Commitment)

**PART OF LOT 4 AND LOTS 19 THROUGH 27 IN BLOCK 4 IN THE LINDEN GROVE
SUBDIVISION BEING THE NORTH WEST 35 ACRES OF THE SOUTH 90 ACRES OF
THE NORTH WEST ¼ OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.**

Part of PINs: 20-21-102-009
 20-21-102-010
 20-21-102-017
 20-21-102-020
 20-21-102-025

Address: 641 West 63rd Street

EXHIBIT C

DEPICTION OF PREMISES

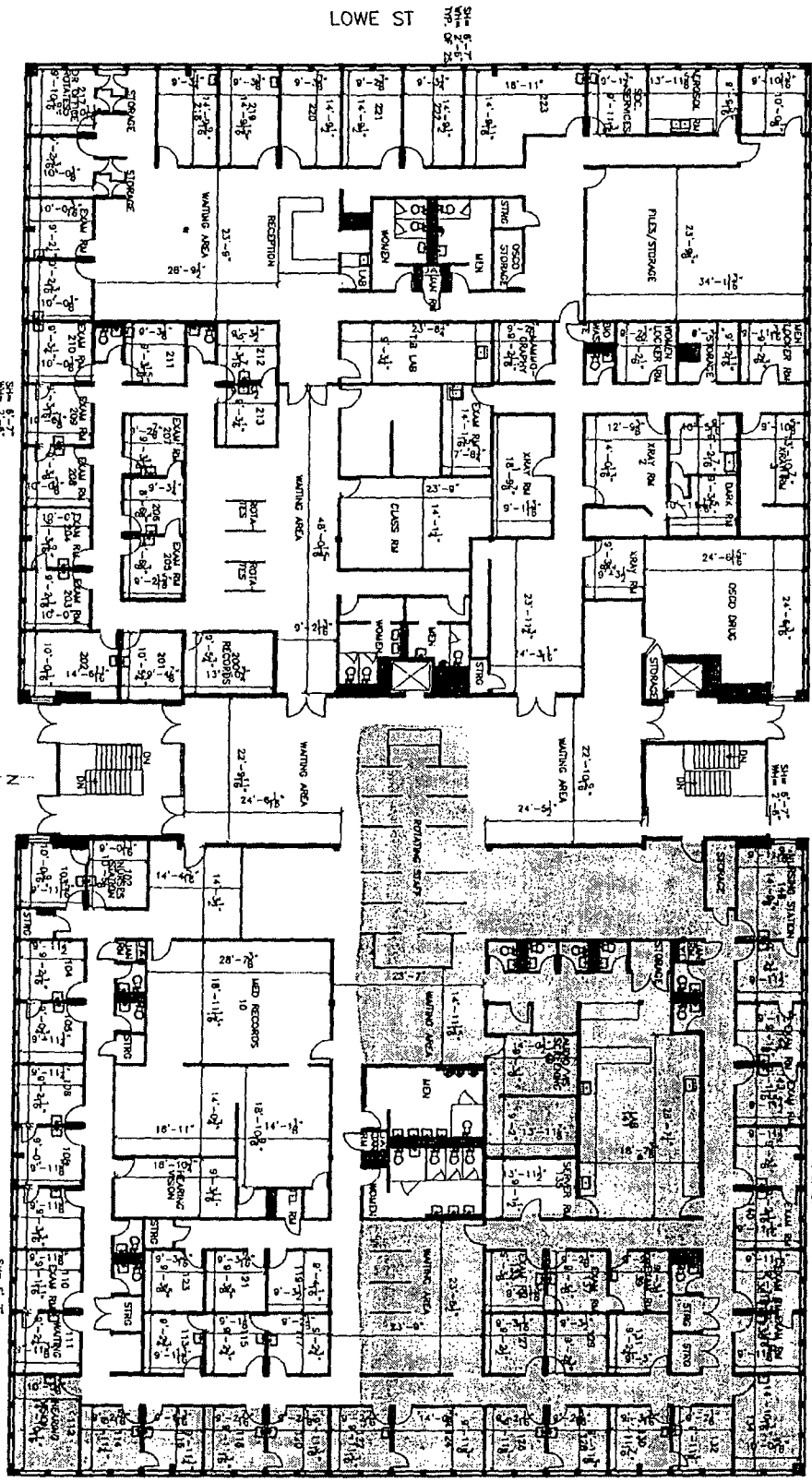
(Attached)

PREPARED FOR:
 City of Chicago
 Dept. of General Services
 30 North LaSalle St.
 37th Floor
 Chicago, IL 60602
 Tel (312) 744-2708
 Fax (312) 744-8843

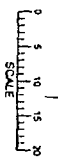
Gross Area: 26,960 Sq. Ft.

FLOOR PLAN

ENGLEWOOD HEALTH CENTER
 641 W. 63rd ST.
 CHICAGO, IL
 FIRST FLOOR
 (As Measured: November 2003)



Survey Accuracy: +/- 0.12%



Prepared By
 LASERTRUB Floor Plans
 TEL: (888) 393-6655
 FILE: 2003-222-23

EXHIBIT D

ESTIMATED OPERATING COSTS FOR 2014 (2013 Data)

*641 West 63rd Street
Englewood Neighborhood Health Clinic
(subject to further revisions)*

| <u>Items</u> | <u>Building Amounts (54,189 Sq. Ft.)</u> |
|-----------------------|--|
| Electricity | \$79,467.29 |
| Gas | \$18,933.01 |
| Engineering | \$28,080.00 |
| Other Operating Costs | \$42,644.84 |
| <hr/> | |
| Total Annual Costs | \$169,125.14 |

University of Illinois Space = 6,800 sq. ft. (12.5%)
Remainder of Building = 47,389 sq. ft. (87.5%)

$(\$169,125.14 \text{ Building Costs}) \times (0.125) = \$21,140.64 \text{ (Premises Operating Costs)}$

Total Monthly Operating Costs $(\$21,140.64/12) =$ **\$1,761.72**

641 West 63rd Street
Board of Trustees of the University of Illinois
Agreement No. 20256

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