



# Office of the Chicago City Clerk



O2012-3775

Office of the City Clerk

## City Council Document Tracking Sheet

**Meeting Date:** 6/6/2012

**Sponsor(s):** Emanuel, Rahm (Mayor)

**Type:** Ordinance

**Title:** Lease agreement with Aunt Martha's Youth Service Center

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

HSG



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 6, 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,

*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 Aunt Martha's Youth Service Center, as Tenant, governing the use of approximately 5,641 square feet of clinical space located at 200 East 115<sup>th</sup> Street; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

**200 East 115<sup>th</sup> Street  
Aunt Martha's Youth Service Center  
Lease No. 20254**

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

**LEASE**

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between, **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as "**Landlord**") and **AUNT MARTHA'S YOUTH SERVICE CENTER**, an Illinois not-for-profit corporation (hereinafter referred to as "**Tenant**").

**R E C I T A L S**

**WHEREAS**, Landlord's Department of Public Health issued a Community Health Centers Request for Proposals (the "RFP") regarding the delivery of health services at various locations including Landlord's Roseland Neighborhood Health Clinic located at 200 East 115th Street (the "Building"); and

**WHEREAS**, Landlord's Department of Public Health selected Tenant to perform the services as outlined in the RFP within the Building and Landlord's Department of Public Health and Tenant shall enter into a Services Agreement attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 5,641 square feet of 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 Tenant as provided herein.

**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, 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 5,641 square feet of space on the first floor of the Roseland Neighborhood Health Clinic and access to an adjoining parking lot all located at 200 East 115th Street, Chicago, Illinois (PIN 25-22-120-001 and -002).

**SECTION 2. TERM**

2.1 **Term.** The term of this Lease ("Term") shall commence on the date of execution of this Lease Agreement ("Commencement Date"), and shall terminate on June 30, 2014, unless sooner terminated as set forth in this Lease. Tenant shall occupy the Premises on July 1, 2012 ("Date of Occupancy").

**SECTION 3. RENT, TAXES, AND UTILITIES**

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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.

3.2 Operating Costs. Tenant shall also reimburse Landlord's Operating Costs for the Premises as delineated pursuant to Section 3.2.a below beginning on the Date of Occupancy as reimbursement for Landlord's costs to operate the Building and the Premises, but not as rent.

a. Calculation of Operating Costs. Tenant shall pay to Landlord 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 21,953 square feet and Tenant's leasehold is approximately 5,641 square feet, which comprises 25.7 % of the Building's total square footage. "Operating Costs" shall be based on Tenant's 25.7 % Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) security services, (iii) landscaping and snow removal, (iv) City engineering services, and (v) Tenant's allocable share of other costs incurred by Landlord in operating and maintaining the Building (excluding any capital improvements that may be required). Tenant shall separately contract for custodial services to Tenant's space. For 2012, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, \$2,017.15 per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2012 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 fifteenth day of each month during such year following billing by Landlord. The estimated monthly Operating Costs for the first Lease year are set forth in Exhibit D. Once full data becomes available, Landlord shall provide Tenant with the Actual Operating Costs for the previous year and a statement 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, Tenant shall refund said underpayment to Landlord within thirty (30) days of receipt of invoice. 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 of Operating Costs, 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. Tenant shall have the right, upon written request, to reasonably review all the Landlords bills, invoices and records concerning the Operating Costs. Both parties agree to negotiate in good faith any discrepancies regarding the computation of Operating Costs.

Operating Expenses 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 Expenses on a monthly basis. In the event that Tenant does not

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receive such invoice from Landlord, Tenant shall contact Landlord. Landlord's failure to invoice Tenant for Operating Expenses or other expenses does not constitute a waiver of any such charges.

3.3 Utilities. Landlord shall pay for gas, electricity, and water supplied to the Building. Tenant shall pay when due all charges for telephone or other communication service provided to the Premises.

3.4 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. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease agreement.

3.5 Accord and Satisfaction. No payment by Tenant or receipt by Landlord 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. 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, SURRENDER

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent, Operating Costs, and 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 Maintenance. Landlord shall take reasonable efforts to maintain the Building in a condition of good repair and good order. Tenant shall notify Landlord regarding any issues with maintenance of the Premises and/or Building. Tenant shall also notify Landlord regarding any issues with other services provided to the Premises and/or Building by Landlord or through Landlord's contractors.

4.3 Landlord's Right of Access. Landlord shall have the right of reasonable access to the Premises and/or Building, upon reasonable prior written notice to Tenant, for the purpose of inspecting and making Landlord repairs to the Premises and/or Building and for the purposes of monitoring Tenant's compliance with Services Agreement attached hereto and made a part

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hereof as Exhibit A. Landlord shall always have access to the Premises and/or Building in the event of maintenance emergencies.

4.4 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 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, 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 for use by Tenant to provide health services as agreed between Tenant and Landlord's Department of Public Health. All such activities must be provided consistent with Tenant'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. Tenant 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, Tenant will comply with all insurance requirements under this Lease including, but not limited to, Section 6.1 (e). 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 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, SUBLICENSE, 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.

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 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

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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 Tenant'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 occupied 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) Professional/ Liability. When any professional consultants perform services in the Premises or in connection with Tenant's use of the Premises, Liability Insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Tenant shall provide Landlord 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 Tenant'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, 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.

The Tenant 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 the Tenant.

- 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.

6.2 Other Terms of Insurance. The Tenant 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 evidencing the

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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 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 its 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.

6.3 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, invitees, agents, or employees.

## 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 Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant or Landlord's opinion, the Premises and/or Building are rendered untenantable, 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 of such exercise. If either party exercises this option, Tenant shall cease operations immediately and the Operating Costs shall be apportioned as of the date of such damage or destruction. Landlord shall repay to Tenant 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 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 beginning on July 1, 2014 and the rent and Operating Costs will be the same as outlined in Section 3.1 and Section 3.2 (e) of this Lease. During any holding over, all other 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, 2<sup>nd</sup> Floor  
Chicago, Illinois 60605

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:

Aunt Martha's Youth Service Center  
19990 Governors Highway  
Olympia Fields, Illinois 60461

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

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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 for any reason by providing each other with sixty (60) days prior written notice at 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 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 thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

10.13 No Brokers. Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the Premises, (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 no broker or 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.

10.14 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease, including, but not limited to leasehold expansion or reduction within the Building and space remeasurement. 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 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.

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10.15 Compliance with Department of Public Health. Tenant shall at all times be in full compliance with the Service Agreement or any agreements entered into between Tenant and Landlord's Department of Public Health relative to the Premises and/or Building.

10.16 Access to Parking Lot. Tenant, 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. Tenant acknowledges that Landlord may from time to time lease parts of the parking lot to other parties. 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.

10.17 Existing Furniture. Tenant may use any furniture belonging to Landlord and located within the Premises that is not removed by Landlord prior to the Date of Occupancy.

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

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

## SECTION 11. RESPONSIBILITIES OF TENANT

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

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

11.3 Security. Landlord shall provide security for the Building and Tenant shall secure the Premises. Landlord's security costs shall be included as reimbursable Operating Costs. Tenant shall abide by any security rules that may apply to the Building and/or the Premises.

11.4 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant 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 Tenant's employees, invitees, agents, clients, or contractors.

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

11.6 Signage. Tenant may place exterior and interior signage on the Premises and/or Building. Such signage and placement must be approved in writing by the Commissioner of the Department of Fleet and Facility Management.

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

11.8 Trade Fixtures. Tenant shall maintain Tenant's equipment and trade fixtures in the Premises in good condition. Upon the termination or cancellation of this Lease, Tenant shall remove Tenant's personal property and equipment, provided that Tenant shall repair any injury or damage to the Premises and/or Building resulting from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. 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 serving as a bill of sale, without further payment or credit by Landlord to Tenant.

11.9 Illegal Activity. Tenant, 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. Tenant 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.

11.11 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. 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 Lease.

11.12 Liability. Tenant assumes legal and financial responsibility and liability solely for any use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, entering the Premises including, without limitation, clients receiving health services. Both parties acknowledge that the Premises is also a common area for the Building. Tenant's liability shall be limited to Tenant's staff, Tenant's agents, Tenant's invitees and/or clients receiving services in the course of Tenant's business. Landlord shall retain legal liability for all persons entering and/or utilizing the Premises except for such persons who shall enter Premises solely to receive Tenant's services or those persons who shall enter the Premises for Tenant's purposes(s) as

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hereinabove set forth unless such liability arises from Tenant's acts within the Premises or failure to act within the Premises pursuant to the terms of this Lease.

11.13 Non-Discrimination. Tenant agrees that Tenant 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 Tenant on the Premises. Tenant shall not use the Premises for any religious activities.

11.14 Building Rules. Tenant shall comply with all reasonable rules and regulations in place at Lease execution or thereafter promulgated in writing by Landlord for the Building including, but not limited to, any parking lot rules and regulations.

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

11.16 Economic Disclosure Statement Affidavit ("EDS") Updates. Throughout the Lease Term, Tenant shall provide Landlord with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement Affidavit ("EDS"). Landlord may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

11.17 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to Landlord in a comparable condition to the condition of the Premises at the beginning of Tenant's occupancy, with normal wear and tear taken into consideration.

## **SECTION 12. TENANT DISCLOSURES AND REPRESENTATIONS**

12.1 Business Relationships. Tenant acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

12.2 Patriot Act Certification. Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Lease by Tenant, (ii) while this Lease or any Other Contract is executory, (iii) during the term of this Lease or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to close the transaction contemplated by this Lease.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;

- c. a joint checking account;
- d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

**12.4 Waste Ordinance Provisions.** In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future contract awards.

**12.5 Failure to Maintain Eligibility to do Business with City.** Failure by Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

**12.6 Cooperation with Inspector General and Legislative Inspector General.** In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Lease, including, without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-26-110 et seq.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**LEASE NO. 20254**

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

**LANDLORD:**

**BY: 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**

**TENANT:**

**BY: AUNT MARTHA'S YOUTH SERVICE CENTER,**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

### SERVICES AGREEMENT (To Come)

## EXHIBIT B

### LEGAL DESCRIPTION OF PREMISES

**LOTS 4 AND 5 TOGETHER WITH THE WEST 16.66 FEET OF LOT 3 IN BLOCK 3 OF THE RESUBDIVISION OF LOTS 19 & 20 IN BLOCK 3 AND ALL OF BLOCK 4 IN WILLIAM C. WOODS' PALMER PARK ADDITION OF LOTS 19 & 20 IN BLOCK 3 AND ALL OF BLOCK 4 IN WILLIAM C. WOODS' SECOND PALMER PARK ADDITION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.**

PIN#: 25-22-120-001  
25-22-120-002

Address: 200 East 115th Street

## EXHIBIT C

### **DEPICTION OF PREMISES**

*(To Come)*

## EXHIBIT D

### ESTIMATED OPERATING COSTS FOR FIRST LEASE YEAR (2011 Data)

200 East 115th Street  
Roseland Neighborhood Health Clinic  
(subject to further revisions)

Items	Building Amounts (21,953 Sq. Ft.)
Electricity	\$26,380.45
Gas	\$8,515.45
Security	\$33,318.00
Engineering	\$10,281.96
Other Operating Costs	\$15,690.00
<hr/> Total Annual Costs	<hr/> \$94,185.86

(\$94,185.86 Annual Costs) X (0.257) = \$24,205.77 (Annual Operating Costs)

Total Monthly Operating Costs = **\$2,017.15**



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
EDS Information Update  
EDS # 30950**

**SECTION I -- GENERAL INFORMATION**

**A. Legal name of the Disclosing Party submitting the EDS:**

Aunt Martha's Youth Service Center, Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

**B. Business address of the Disclosing Party:**

19990 Governors Highway  
Olympia Fields, IL 60461  
United States

**C. Telephone:**

708-747-7181

**Fax:**

708-747-7930

**Email:**

mmmartin@auntmarthas.org

**D. Name of contact person:**

Mary A Martin

E. Federal Employer Identification No. (if you have one):

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. John S Annis

Title:

Role: Director

Officer/Director: Ms. Estherose G Bachrach

Title:

Role: Director

Officer/Director: Mr. William Fallen

Title:

Role: Director

Officer/Director: Mr. Andrew A Jones

Title: Treasurer

Role: Director

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Officer/Director: Ms. Ellen W Kaplan

Title: Secretary

Role: Director

-----

Officer/Director: Ms. Debra R Liddell

Title:

Role: Director

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Officer/Director: Mr. Darryl S Stroud

Title:

Role: Director

-----

Officer/Director: Ms. Pam Taylor

Title:

Role: Director

-----

Officer/Director: Ms. Deborah J Watson

Title: Chairperson

Role: Director

-----

Officer/Director: Mr. William J Wesender

Title: Vice Chairperson

Role: Director

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Officer/Director: Mr. Adriean E Williams Jr

Title:

Role: Director

-----

Officer/Director: Mr. C. Gary Leofanti

Title: President

Role: Officer

-----

Officer/Director: Mr. Raul Garza

Title: Chief Executive Officer

Role: Officer

-----

Officer/Director: Mr. Chris Nordloh

Title: Chief Financial Officer

Role: Officer

-----

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

## **SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

## **SECTION V -- CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

### **B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I") (which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided

in the course of official City business and having a retail value of less than \$20 per recipient.

None

#### **C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### **E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

### **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at

[www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

- F. 1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

### **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any

person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None.

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 04/25/2012  
Mary A Martin  
Chief Compliance Officer  
Aunt Martha's Youth Service Center, Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.