



# City of Chicago



O2017-940

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 2/22/2017

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

**Type:** Ordinance

**Title:** Renewal of Lease with County of Cook, The for use of space within City's Near South Health Center at 3525 S Michigan Ave for public health clinic

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

1459



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

February 22, 2017

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

Mayor

## ORDINANCE

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

**SECTION 1:** On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease renewal with The County of Cook, as Tenant, for use of approximately 11,500 square feet of space within the City's Near South Health Center located at 3525 South Michigan Avenue, for use as a public health clinic; such Lease to be approved by the Commissioner of the Department of Public Health, and approved as to form and legality by the Corporation Counsel in substantially the following form:

**FIRST AMENDMENT TO LEASE**

**THIS FIRST AMENDMENT TO LEASE** (this "First Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government ("Landlord") and **THE COUNTY OF COOK**, a body politic and corporate of the State of Illinois ("Tenant").

**RECITALS**

**WHEREAS**, Landlord and Tenant are parties to that certain Lease No. 20100 dated January 28, 2010 (the "Lease"), to permit Tenant's occupancy of the Premises, consisting of 11,500 square feet of space within the building located at 3525 South Michigan Avenue, Chicago, Cook County, Illinois (PIN# 17-34-302-011 through -016); and

**WHEREAS**, the Term of the Lease expires on December 31, 2016, and Tenant wishes to continue its occupancy of the Premises for the operation of a public health clinic; and

**WHEREAS**, Landlord acknowledges that there is no anticipated municipal use for the Premises and agrees to permit Tenant's continued occupancy of the Premises; and

**WHEREAS**, Landlord and Tenant desire to modify certain terms and conditions of the Lease, all on the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree as follows:

1. **Recitals and Terms of Art.** The recitals are incorporated herein by reference and made a part of this First Amendment. All capitalized terms used herein shall have the same meanings as they do in the Lease, unless otherwise expressly provided herein.
2. **Term.** The Term of the Lease is hereby extended from and including January 1, 2017 through and including December 31, 2021, unless sooner terminated as set forth in the Lease.
3. **Reaffirmation of Lease.** Except to the extent expressly set forth in this First Amendment, all of the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and affirmed. If there is any conflict between the terms and provisions of the Lease and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control.
4. **Governing Law and Severability.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any provision of this First Amendment shall at any time be found to be invalid or otherwise rendered unenforceable, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this First Amendment, as the circumstances require, and this First Amendment shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be.

5. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This First Amendment may be executed and delivered via email or PDF.

6. **Effectiveness.** This First Amendment is not effective unless and until the same is signed and delivered by both Tenant and Landlord.

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

IN WITNESS HEREOF, the parties hereto have caused this First Amendment to be duly executed on the date first written above.

**LANDLORD:**

**THE CITY OF CHICAGO,**  
a Municipal Corporation and Home Rule Unit of Government

**DEPARTMENT OF PUBLIC HEALTH**

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

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

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

APPROVED AS TO FORM AND LEGALITY  
BY: DEPARTMENT OF LAW

By: \_\_\_\_\_  
Chief Assistant Corporation Counsel

**TENANT:**

**COUNTY OF COOK,**  
a Body of Corporate and Politic of the State of Illinois

By: \_\_\_\_\_  
President, Cook County Board of Commissioners

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Comptroller

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant States Attorney

**COOK COUNTY HEALTH AND HOSPITAL SYSTEM**

By: \_\_\_\_\_  
Chief Executive Officer

3525 South Michigan Avenue  
Lease No. 20100

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