



# Office of Chicago City Clerk



O2011-1395

Office of the City Clerk

## City Council Document Tracking Sheet

**Meeting Date:** 3/9/2011

**Sponsor(s):** Mayor Daley

**Type:** Ordinance

**Title:** Intergovernmental agreement with University of Illinois for property at 2045 W Washington

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



CITY COUNCIL - CITY OF CHICAGO  
CITY HALL, ROOM 200  
121 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60602  
TELEPHONE: (312) 744-6102  
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# RAY SUAREZ

ALDERMAN, 31ST WARD

4502 WEST FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639  
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## COMMITTEE MEMBERSHIPS:

HOUSING AND REAL ESTATE  
(CHAIRMAN)

COMMITTEES, RULES AND ETHICS  
(VICE-CHAIRMAN)

TRANSPORTATION AND PUBLIC WAY  
(VICE-CHAIRMAN)

AVIATION

BUDGET AND GOVERNMENT OPERATIONS

BUILDINGS

FINANCE

ZONING

April 13, 2011  
CHICAGO, ILLINOIS

### TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:

Your Committee on Housing and Real Estate which was referred an ordinance by the Department of General Services authorizing the execution of an intergovernmental agreement with the University of Illinois for the property located at **2045 W. Washington St.**

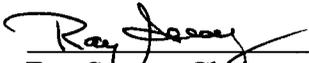
**2<sup>ND</sup> WARD**

Having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present with no dissenting votes.

Respectfully submitted,

(signed)

  
Ray Suarez, Chairman

## ORDINANCE

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

**SECTION 1:** The Commissioner of the Department of General Services and the Commissioner of the Department of Health are authorized to execute on behalf of the City of Chicago an Intergovernmental Agreement with the Board of Trustees of the University of Illinois governing the use of approximately 20,000 square feet of City-owned space located at 2045 West Washington Street; such Intergovernmental Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

**2045 West Washington Street  
Board of Trustees of the University of Illinois  
Intergovernmental Agreement**

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

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **THE CITY OF CHICAGO**, a Municipal Corporation and home rule unit of government (herein referred to as "Landlord"), and **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**, a body politic and corporate of the State of Illinois (hereinafter referred to as "Tenant").

### RECITALS

**WHEREAS**, Landlord is the owner of the four-story, 42,000 gross square feet building (the "Building") and adjoining parking lots more commonly known as Mile Square Health Center, located at 2045 West Washington Boulevard, Chicago, Illinois (altogether, the "Property"), as legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 20,000 square feet of space within the Building on the lower level, first, third and fourth floors as depicted in Exhibit B attached hereto and made a part hereof to be used by Tenant to provide health services for low-income clients.

**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, subject to the Notice of Federal Interest and Assumption for the benefit of the Department of Health and Human Services, Public Health Services recorded on December 26, 1990 with the Offices of the Cook County Recorder of Deeds as Document No. 90623675, the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 20,000 square feet of space in the Building on the lower level, first, third and fourth floors as depicted in Exhibit B at 2045 West Washington Boulevard, Chicago, Illinois (PIN# 17-07-327-002; -003; -004; -005; -041; -042; -043, -046; -047; -048 - the "Premises").

#### **SECTION 2. TERM**

The term of this Agreement ("Term") shall commence on the date of execution of this Agreement ("Commencement Date"), and shall terminate on December 31, 2015, unless sooner terminated as set forth in this Agreement.

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

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

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

3.2 Utilities. Tenant shall pay for Tenant's telephone or other communication services, gas, electricity, light, heat, water supplied to the Premises.

3.3 Taxes. Tenant shall pay when due taxes assessed or levied on the Premises on account of this Agreement or Tenant's use of the Premises. Tenant shall cooperate with Landlord in resolving any tax issues that may arise. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement.

3.4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment due hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on 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 and 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 and upon observing and keeping the covenants, agreements and conditions of this Agreement 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 Agreement) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Landlord's Right of Access. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises in the event Tenant does not make, or is unable to make, such repairs.

4.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement on the Property, or to fixtures and equipment thereof. Tenant shall 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 Tenant and the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited for use by Tenant to provide health services for low-income clients and related not-for-profit services.

4.4 Alterations and Additions. Tenant may not make any alterations, additions and improvements on the Premises without the prior written consent of the Commissioner of the Department of General Services. Any additions and improvements shall be undertaken by Tenant

without cost to Landlord and shall become property of Landlord at Agreement termination without offset or other credit to Tenant. Tenant shall comply with all insurance requirements under this Agreement including, but not limited to, Section 6.1 (f).

## **SECTION 5. ASSIGNMENT, , AND LIENS**

5.1 Assignment. Tenant shall not assign this Agreement 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 LIABILITY**

6.1 Insurance. The Tenant shall procure and maintain at all times, for each of the three locations in the Building comprising the Clinics, at Tenant's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement through self insurance or 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 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 Agreement.

c) Professional/ Liability. When any professional consultants perform services in or on 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 \$5,000,000. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Tenant shall provide Landlord with copies of the professional licenses and/or certificates for each of the professional consultants performing services in or on 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.

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee.

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.

f) 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 General Services, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. The Tenant shall submit evidence on insurance prior to Agreement award. The receipt of any certificates does not constitute agreement by the Landlord that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement 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 Agreement 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 Agreement, and the Landlord retains the right to terminate the Agreement 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, 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 Agreement 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 Agreement.

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 Liability. It is understood and agreed that neither party to this agreement 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 agreement 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 are damaged or destroyed to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, either Landlord or Tenant shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

## **SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS**

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

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

## **SECTION 9. HOLDING OVER**

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2016. During any holdover period all provisions of this Agreement 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  
Commissioner's Office  
333 South State Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60605

City of Chicago  
Department of General Services  
Office of Real Estate Management  
30 North LaSalle Street, Suite 300  
Chicago, Illinois 60602

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

University of Illinois  
Chief Executive Director  
Mile Square Health Center  
2045 West Washington Boulevard  
Chicago, Illinois 60612

with a copy to:

Ellen M. Hamilton  
University of Illinois  
Director, 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 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 Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Agreement 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 Agreement. This Agreement 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 Agreement 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 Agreement nor in any way affect this Agreement.

10.6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Agreement 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 Agreement and of each and every provision hereof

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement 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 Agreement. The parties executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Agreement, 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 Agreement. Landlord and Tenant shall have the right to terminate this Agreement for any, or no, reason without penalty by providing each other with one hundred eighty (180) days prior written notice any time after execution of this Agreement.

10.11 Force Majeure. When a period of time is provided in this Agreement 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 Agreement. Failure of Tenant to adhere to all provisions of this Agreement 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 twenty (20) business days. If Tenant does not cure such default within twenty (20) business days, Landlord may cancel this Agreement with fifteen (15) days written notice.

10.13 Amendments. From time to time, the parties hereto may amend this Agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Agreement, including, but not limited to space expansion. 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 Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect, except as amended

## **SECTION 11. RESPONSIBILITIES OF TENANT**

11.1 Tenant Inspection. Tenant agrees that Tenant has inspected the Premises and the Building and that Tenant is satisfied with the physical condition thereof

11.2 Maintenance. Tenant shall provide construction and engineering services for the maintenance and repair of the exterior and interior of the Building, including all roof, structural, mechanical, electrical components, HVAC components, and plumbing components. To the extent any part of the Building or Property, including but not limited to structural components, heating, air conditioning, electrical, plumbing or ventilation equipment or systems shall need repair or replacement, and the total cost of said repair or replacement project shall exceed \$7,500.00, Tenant shall present such projects to Landlord in advance, and Landlord and Tenant shall agree upon the protocol for such work and related cost sharing before proceeding based upon the anticipated life of the repair or replacement and the proportionate share of benefit accruing to each party from the repair or replacement. At Tenant's option, Tenant may provide an on-site building engineer for the Building.

11.3 Custodial Service. Tenant shall provide and pay for nightly custodial services to the Building which shall include, but shall not be limited to, cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, and sweeping.

11.4 Scavenger Service. Tenant shall provide scavenger services to the Building which shall include trash removal and appropriate disposal of medical waste.

11.5 Security. At Tenant's option, Tenant may pay for monthly alarm service and security. Tenant is responsible for properly securing the Premises at all times. Tenant's security obligations do not cease until this Agreement is terminated, Tenant completely vacates the Premises, and Tenant receives written notification from Landlord that Landlord has assumed all security responsibilities. Tenant acknowledges that Landlord has no security obligations.

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

11.7 Compliance with Department of Public Health Agreements. Tenant shall at all times be in full compliance with any agreements entered into between Tenant and the City of Chicago Department of Public Health with regard to the Property.

11.8 Snow Removal. Landlord shall provide for prompt removal of snow and ice from the parking lots that immediately abut the Building. Tenant shall provide for prompt removal of snow and ice from the sidewalks that immediately abut the Building.

11.9 Extermination Services. Tenant shall provide and pay for exterminator services whenever necessary.

11.10 Signage. Tenant may place exterior signage on the Building, provided, however, that such signage and placement are approved in writing by the Commissioner of the Department of General Services.

11.11 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.

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

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

11.14 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 General Services must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Agreement.

11.15 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees,.

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

11.17 Trade Fixtures. Tenant shall maintain Tenant's equipment, machinery, furnishings and trade fixtures. If Tenant shall abandon or surrender the Premises or any portion thereof, and any personal property remains after such abandonment or surrender, Landlord shall provide written notice to Tenant that it has thirty (30) days to remove the property. If such property remains in the Premises after the expiration of the thirty (30) days, to the extent allowed by law such property shall be deemed transferable property under 30 ILCS 605 and shall be disposed of in accordance with the provisions of such statute.

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

## **SECTION 12. PARKING**

12.1 Client Benefit. Landlord and Tenant acknowledge that in fulfilling Landlord and Tenant's public benefit mission, the large City-owned parking lot west of the Building is provided primarily for the benefit of Landlord's clients and Tenant's clients. The parking lot south of the Building is provided primarily for use by Landlord's staff and Tenant's staff

12.2 Handicapped Spaces. All parking spots now, or hereinafter, designated as handicapped parking spaces within the west parking lot or south parking lot shall only be used by handicapped persons. Handicapped parking spaces may only be used by Landlord's handicapped clients or Landlord's handicapped staff or Tenant's handicapped clients or Tenant's handicapped staff.

12.3 South Parking Lot. The south parking lot contains ten (10) parking spaces. Landlord shall retain exclusive use of six (6) non-designated parking spaces located in the south parking lot. Tenant shall retain exclusive use of four (4) non-designated parking spaces in the south parking lot.

12.4 West Parking Lot. The west parking lot contains thirty (30) parking spaces. Landlord shall retain exclusive use of all ten (10) of the westernmost parking spaces located in the west parking lot. Tenant shall retain exclusive use of all remaining parking spaces within the west parking lot. Tenant shall not charge any fees for use of the west parking lot and shall receive no other form of payment for such use.

12.5 Enforcement. Landlord's Department of Streets and Sanitation and Landlord's Department of Police, or any other designee as determined unilaterally by Landlord, shall enforce this Section 12. Such enforcement shall include, but shall not be limited to, towing, issuance of tickets, and/or impoundment of vehicles.

### **SECTION 13. FEDERAL TAXPAYER IDENTIFICATION/LEGAL ENTITY CERTIFICATION**

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

### **SECTION 14. AVAILABILITY OF FUNDS**

14.1 Availability of Funds. This Agreement 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 Agreement.

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

**LANDLORD:**

**THE CITY OF CHICAGO**, a Municipal Corporation  
**THE DEPARTMENT OF GENERAL SERVICES**

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

**THE DEPARTMENT OF PUBLIC HEALTH**

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

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

By: \_\_\_\_\_  
**Deputy Corporation Counsel**  
**Real Estate Division**

**TENANT:**

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

By: \_\_\_\_\_  
**Comptroller**

Attest: \_\_\_\_\_  
**Secretary**

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

**LOTS 12 THROUGH 20 IN A SUBDIVISION OF BLOCK 60 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.**

**PIN#s:** 17-07-327-002  
17-07-327-003  
17-07-327-004  
17-07-327-005  
17-07-327-041  
17-07-327-042  
17-07-327-043  
17-07-327-046  
17-07-327-047  
17-07-327-048

**Address:** 2045 West Washington Boulevard

**EXHIBIT B**

**DEPICTION OF PREMISES**

*(To Come)*