



City of Chicago



O2020-5178

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 10/7/2020

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: First Amendment to Use Agreement with Board of Trustees of Community College District No. 508 for use of office space at 400 W Superior St/740 N Sedgwick St

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



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

October 7, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the execution of a lease agreement with the City Colleges of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Assets, Information & Services is authorized to execute an Amendment to Use Agreement with Board of Trustees of Community College District No. 508, for continued use of approximately 2,310 square feet of office space within a City-owned building located at 740 North Sedgwick Street, for use as office space by the City Colleges Inspector General's Office; such Amendment to be approved as to form and legality by the Corporation Counsel in substantially the following form:

FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT USE AGREEMENT (this "First Amendment") is made and entered into this ____ day of _____, 202__, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government ("City") and **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**, an Illinois municipal corporation ("CCC").

RECITALS

WHEREAS, City and CCC are parties to that certain Agreement No. 20311 dated July 1, 2014 (the "Agreement"), to permit CCC use of approximately 2,310 square feet of office space located on the third floor of the Complex, as defined in the Agreement as the administrative and public hearing complex located at 400 West Superior Street / 740 North Sedgwick Street, Chicago, Cook County, Illinois; and

WHEREAS, the Term of the Agreement expired on June 30, 2019, and CCC has been holding over in accordance with the terms of Section 9.1 of the Agreement, and City wishes to continue its occupancy of the Premises; and

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

WHEREAS, City and CCC desire to modify certain terms and conditions of the Agreement.

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, City and CCC 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 Agreement, unless otherwise expressly provided herein.

2. **Term.** The Term of the Agreement is hereby extended from the date of this First Amendment through and including December 31, 2025, unless sooner terminated as set forth in the Agreement. Thereafter, CCC shall have the option to extend the Term by an additional three (3) years, through December 31, 2028, which option must be exercised in writing addressed to City and such option being subject to the approval of the City in writing.

3. **Termination of Agreement.** The language in Section 10.10 of the Agreement is deleted and replaced with the following language:

10.10 **Termination of Agreement.** City and CCC shall have the right to terminate this Agreement for any reason by providing each other with one hundred twenty (120) days prior written notice.

4. **Holding Over.** The language in Section 9.1 of the Agreement is deleted and replaced with the following language:

9.1 **Holding Over.** Any holding over (the “**Holding Over**”) by CCC shall be construed as a tenancy from month to month beginning on January 1, 2026, in the event the option to extend the term is not exercised or approved, or January 1, 2029 in the event the option to extend the term is exercised by CCC and approved by City, and the costs will be the same as outlined in Section 3.1 and Section 3.2 of the Agreement. During any Holding Over, all other provisions of the Agreement shall remain in full force and effect.

5. **Reaffirmation of Agreement.** Except to the extent expressly set forth in this First Amendment, all of the terms and conditions of the Agreement 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 Agreement and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control.

6. **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.

7. **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.

8. **Effectiveness.** This First Amendment is not effective unless and until the same is signed and delivered by both CCC and City.

[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.

CITY:

THE CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By: _____
Commissioner

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

By: _____
Assistant Corporation Counsel
Real Estate Division

CCC:

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508,
an Illinois municipal corporation

By: _____

Name: _____

Its: _____