



Office of the Chicago City
Clerk



O2012-55

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	1/18/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with University of Illinois
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 18, 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 an ordinance authorizing the execution of an intergovernmental agreement with the University of Illinois.

Your favorable consideration of this ordinance 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: The Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Family and Support Services 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 3,261 square feet of City-owned space located at 4314 South Cottage Grove Avenue and approximately 6,482 square feet of City-owned space located at 10 South Kedzie Avenue; such Intergovernmental Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

**4314 South Cottage Grove Avenue
10 South Kedzie Avenue
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 _____, 2012, 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 two-story, approximately 109,000 square feet building and adjoining parking lot more commonly known as the Martin Luther King Center, located at 4314 South Cottage Grove Avenue, Chicago, Illinois, as legally described in **Exhibit A** attached hereto and made a part hereof (the "King Center"); and

WHEREAS, Landlord has agreed to let to Tenant, and Tenant has agreed to let from Landlord Room LL 103 comprised of approximately 1,335 square feet of space within the lower level of the King Center to be used by Tenant as a Resource Center for Autism and Developmental Delays together with the Lorraine Hansberry Room comprised of approximately 1,926 square feet of space within the first floor of the King Center to be used by Tenant as a Family Start Learning Center with both rooms being depicted in **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, Room LL 103 and the Lorraine Hansberry Room within the King Center have no present municipal use; and

WHEREAS, Landlord is also the owner of the two-story, approximately 81,000 square feet building and adjoining parking lot more commonly known as the Garfield Community Center, located at 10 South Kedzie Avenue, Chicago, Illinois, as legally described in **Exhibit C** attached hereto and made a part hereof (the "Garfield Center"); and

WHEREAS, Landlord has agreed to let to Tenant, and Tenant has agreed to let from Landlord Room 202 comprised of approximately 1,482 square feet of space within the 2nd floor of the Garfield Center to be used by Tenant as a Resource Center for Autism and Developmental Delays together with Room 129 comprised of approximately 1,800 square feet of space on the 1st floor for use as a Family Support Center and Rooms L12, L13, L15, L16 comprised of approximately 3,200 square feet of space of the lower level to be used as a Family Start Learning Center with all rooms being depicted in **Exhibit D** attached hereto and made a part hereof; and

WHEREAS, Rooms 202, 129, L12, L13, L15, and L16 within the Garfield Center have no present municipal use.

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 lets to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Room LL 103 comprised of approximately 1,335 square feet of space on the lower level of the King Center, the Lorraine Hansberry Room comprised of approximately 1,926 square feet of space on the first floor of the King Center

located at 4314 South Cottage Grove Avenue, Chicago, Illinois (for a total of 3,261 square feet at the King Center - part of PIN 20-02-406-030) together with Room 202 comprised of approximately 1,482 square feet of space on the 2nd floor, Room 129 comprised of approximately 1,800 square feet on the 1st floor, and Rooms L12, L13, L15, L16 comprised of approximately 3,200 square feet on the lower level of the Garfield Center located at 10 South Kedzie Avenue (for a total of 6,482 square feet at the Garfield Center - part of PIN 16-14-203-012) – collectively 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, 2016, 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 Telephone and Communication Services. Landlord's Department of Family and Support Services may, but is not obligated to, pay for all telephone and/or other communication services supplied to the Premises. In the event that Landlord's Department of Family and Support Services is unable to fund payment of Tenant's telephone and/or other communication services, Tenant shall pay for such telephone and/or other communication services.

3.3 Utilities. Landlord shall pay for gas, electricity, light, heat, water supplied to the Premises. Landlord reserves the right to submeter the Premises for utilities and in such event Tenant shall pay for its own utilities following such submetering. Landlord and Tenant shall share equally the costs of such submetering.

3.4 Taxes. Tenant shall pay when due leasehold 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 leasehold tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement.

3.5 Operating Costs. In addition to the rent due hereinabove, Tenant shall also pay to Landlord Operating Costs as defined pursuant to Section 3.5.a below beginning on the Commencement Date.

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 property. This Proportionate Use shall be based on the square footage leased by Tenant divided by the applicable building's total square footage. The King Center's total square footage is approximately 109,000 square feet and Tenant's leasehold at the King Center shall be approximately 3,261 square feet, which comprises 2.99 % of the King Center's total square footage. The Garfield Center's total square footage is approximately 81,000 square feet and Tenant's leasehold at the Garfield Center shall be approximately 6,482 square feet, which comprises 8.00 % of the Garfield Center's total square footage. "Operating Costs" shall be based on the Tenant's 2.99 % Proportionate Use at the King Center together with 8.00% use at the Garfield Center. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water) (ii), security services, and (iii) Tenant's allocable share of other

costs incurred in operating and maintaining the buildings (excluding any capital improvements or repairs that may be required). For 2012, Tenant's Operating Costs are estimated to be and Tenant shall initially pay \$4,642.82 per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for the first year and any other years). These calculations are subject to periodic review and appropriate adjustment.

b. Reimbursement Procedure. Each calendar year, Landlord shall estimate the annual Operating Costs for such year. Tenant shall pay to Landlord, one-twelfth (1/12) of such amount in equal monthly installments, on the first day of each month during such year. The monthly estimate of Operating Costs for the first Lease year is set forth in **Exhibit E**. Once full data becomes available, Landlord shall provide the actual Operating Costs for the previous calendar year and a statement as to whether Tenant has underpaid or overpaid said Operating Costs. In the event Tenant's installments during the previous calendar year are less than the actual amount of Operating Costs due from Tenant, such deficiency shall be paid to Landlord within thirty (30) days after receipt of the foregoing statement. If Tenant's installments during the previous calendar year are more than the actual amount of Operating Costs due from Tenant, Landlord shall credit said amount against Tenant's subsequent monthly installment(s) of Operating Costs, or if said overpayment shall have been made in the last year of the Term, by refunding said overpayment to Tenant within thirty (30) days.

3.6 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 Premises, 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 establishing and operating a Resource Center for Autism and Development Disabilities, a Family Start Learning Center and a Family Support Center. All facilities shall be open to the general public.

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 Fleet and Facility Management. 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). This Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake such alterations and improvements.

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, 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 \$100,000 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 \$2,000,000. 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 Fleet and Facility Management, 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 or her 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, 2017. 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 Family and Support Services
1615 West Chicago Avenue
Chicago, Illinois 60622

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:

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 as to the Resource Center for Autism and/ Developmental Delays space and/or the Family Start Learning Center space for any, or no, reason without penalty by providing each other with sixty (60) 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, the King Center, and the Garfield Center and Tenant is satisfied with the physical condition thereof.

11.2 Custodial Service. Landlord may, but is not required, to provide custodial service to the King Center and Garfield Center. In the event that Landlord provides such custodial services, Tenant shall reimburse Landlord any such costs attributable to the Premises, or any portion thereof. Landlord further reserves the right to cease or scale back such custodial services at any time for any reason to the King Center, Garfield Center, and/or the Premises, or any portion thereof. In the event that Landlord does not provide custodial services to the Premises, or any portion thereof, Tenant shall be responsible for custodial services to the Premises, or any portion thereof, which shall include, but shall not be limited to, cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, and sweeping.

11.3 Security. Tenant shall assume security responsibilities with the Premises. Tenant shall not, however, provide security for the King Center and Garfield Center. Tenant shall only have access to the Premises during normal building hours.

11.4 Compliance with Department of Family and Support Services Agreements. Tenant shall at all times be in full compliance with any agreements entered into between Tenant and the City of Chicago Department of Family and Support Services.

11.5 Snow Removal. Landlord may, but is not required to, provide for removal of snow from the parking lots that immediately abut the King Center and Garfield Center.

11.6 Extermination Services. Landlord may, but is not required, to provide extermination services to the King Center and Garfield Center. In the event that Landlord provides such extermination services, Landlord reserves the right to seek reimbursement from Tenant as to any such costs attributable to the Premises, or any portion thereof. Landlord further reserves the right to cease such extermination services at any time for any reason to the King Center, Garfield Center, and/or the Premises, or any portion thereof. In the event that Landlord does not provide extermination services to the Premises, or any portion thereof, Tenant shall be responsible for extermination services to the Premises.

11.7 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.

11.8 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.

11.9 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.

11.10 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 Family and Support Services and the Department of Fleet and Facility Management 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.

11.11 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,.

11.12 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, immigration 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.

11.13 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.

11.14. No Other Rights. This Agreement does not give Tenant any other right with respect to the Premises. Any rights not specifically granted to Tenant by and through this Agreement are reserved exclusively to Landlord. Execution of this agreement does not obligate Landlord in any manner and Landlord shall not undertake any additional duties or services.

11.15. No Substitute for Required Permitting. Tenant must secure all other permits and approvals that may be required to undertake the activity as contemplated under this Agreement. Tenant understands that this Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake the activity as contemplated under this Agreement.

11.16 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.

11.17 Parking. Tenant shall have access to the parking lots adjacent to the King Center and Garfield Center shall be on a first come first served basis. Landlord, however, reserves the right to designate parking at a later date. Tenant's use of the parking lot shall be subject to all of Landlord's rules in place, or hereinafter in place, governing the access to the parking lot. Tenant acknowledges that the parking lots require significant improvements. Tenant acknowledges that Landlord shall have no security obligations relative to the parking lots, vehicles parked in the parking lots, and property contained within any vehicles parked in the parking lots.

11.18 City Use Paramount. Tenant affirms that both the King Center and Garfield Center are used by Landlord as City Community Centers. Tenant acknowledges that the most important use of these properties is as Landlord's Community Centers or any other use determined by Landlord. Tenant shall refrain from undertaking any activities that interfere with Landlord's primary use of the King Center and Garfield Center.

11.19 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises, the King Center and/or Garfield Center, or the parking lot necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors.

SECTION 12. FEDERAL TAXPAYER IDENTIFICATION/LEGAL ENTITY CERTIFICATION

12.1 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 13. AVAILABILITY OF FUNDS

13.1 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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 and Home Rule Unit of Government
THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

Commissioner

THE DEPARTMENT OF FAMILY AND SUPPORT SERVICES

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 AT 4314 SOUTH COTTAGE GROVE AVENUE

PART OF LOT 2 IN BLOCK 1 OF WENTWORTH'S SUBDIVISION OF LOT 4 IN SALTONSTALL & RUSSELL'S SUBDIVISION OF THE NORTH ½ OF THE NORTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 20-03-406-030 (partial)

Common Address: 4314 South Cottage Grove Avenue

EXHIBIT B

DEPICTION OF PREMISES LOCATED AT 4314 SOUTH COTTAGE GROVE

(To Come)

EXHIBIT C

LEGAL DESCRIPTION OF PREMISES AT 10 SOUTH KEDZIE AVENUE

PART OF LOTS 40, 41, & 42 IN BLOCK 1 OF SUPERIOR COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 16-14-203-047 (partial)

Common Address: 10 South Kedzie Avenue

EXHIBIT D

DEPICTION OF PREMISES LOCATED AT 10 SOUTH KEDZIE AVENUE

(To Come)

EXHIBIT E

ESTIMATED OPERATING COSTS FOR FIRST YEAR

**GARFIELD CENTER
10 SOUTH KEDZIE AVENUE**

Operating Costs Building Annual

Electricity Service \$136,251
Gas Service \$32,712
Custodial Services \$192,380

Security Services \$203,925
 Dumpster Services \$2,731
 Landscaping \$6,748
 Pest Control \$450
 \$575,197

10 South Kedzie Avenue Premises = 8.00% of Building
 10 South Kedzie Avenue Premises Annual Operating Costs ($\$575,197 \times 8.00\%$) = \$46,015.76
 10 South Kedzie Avenue Premises Monthly Operating Costs ($\$46,015.76/12$) = \$3,834.65

**KING CENTER
 4314 SOUTH COTTAGE GROVE AVENUE**

Operating Costs Building Annual

Electricity Service \$97,806
 Gas Service \$39,655
 Custodial Services \$130,303
 Security Services \$44,089
 Dumpster Services \$1,368
 Landscaping \$10,429
 Pest Control \$700
 \$324,350

4314 S. Cottage Grove Ave. Premises = 2.99% of Building
 4314 S. Cottage Grove Ave. Premises Annual Operating Costs ($\$324,350 \times 2.99\%$) = \$9,698.06
 4314 S. Cottage Grove Ave. Premises Monthly Operating Costs ($\$9,698.06/12$) = \$808.17

10 South Kedzie Avenue Premises Monthly Operating Costs = \$3,834.65
 4314 S. Cottage Grove Ave. Premises Monthly Operating Costs = \$808.17

Total Monthly Operating Costs ($\$3,834.65 + \808.17) = \$4,642.82