



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Details (With Text)

File #: O2015-7811
Type: Ordinance **Status:** Passed
File created: 10/28/2015 **In control:** City Council
Final action: 11/18/2015
Title: Lease agreement with Chicago Board of Education for use of office space at 1411 W Madison St
Sponsors: Emanuel, Rahm
Indexes: Lease
Attachments: 1. O2015-7811.pdf

Date	Ver.	Action By	Action	Result
11/18/2015	1	City Council	Passed	Pass
11/9/2015	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
10/28/2015	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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 a lease agreement regarding property at 1411 West Madison Street.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

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 with The Board of Education of the City of Chicago, as tenant, for use of 1,990 square feet of office space, located in the 3rd floor of the 911 Center at 1411 West Madison Street, to be used as the Chicago Public Schools' Student Safety Center; such Lease to be approved by the Executive Director of the Office of Emergency Management and Communications, and as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 20328

LEASE

THIS LEASE (the "Lease") is made and entered into this _____ day of _____, 2015 by and between, the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (herein referred to as "City" or "Landlord"), and THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate (hereinafter referred to as "Tenant" or "Board").

RECITALS

WHEREAS, Landlord is the owner of the 911 Emergency Communications Center located at 1411 West Madison Street, Chicago, Cook County, Illinois (the "911 Center"); and

WHEREAS, the 911 Center is used as the headquarters for the City's Office of Emergency Management and Communications ("OEMC"); and

WHEREAS, the Tenant, in collaboration with OEMC, plans to relocate a portion of Tenant's security operations to the 911 Center as a Student Safety Center; and

WHEREAS, the Tenant has completed renovations and improvements to the 3rd floor of the 911 Center under a separate agreement with the Landlord in anticipation of the relocation of the Tenant's Student Safety Center to the 911 Center.

NOW THEREFORE, in consideration of the covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree 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:

Rooms 300, 303, 317, and 319, consisting of approximately 1,990 square feet, located on the 3rd floor of the 911 Center at 1411 West Madison Street, Chicago, Illinois (the "Premises") as depicted on Exhibit A.

SECTION 2. TERM

2.1 Initial Term. The term of this Lease ("Term") shall commence on the date of Lease execution ("Commencement Date"), and shall end on December 31, 2025, unless sooner terminated as set forth in this Lease.

1

LEASE NO. 20328

2.2 Optional Terms. Tenant has two (2) options to extend the Term for an additional five (5) years each by providing the Landlord with written notice ninety (90) days prior to the expiration of the Term.

SECTION 3. RENT, OPERATING COSTS AND UTILITIES, TAXES

1 Rent. Tenant shall pay base rent for the Premises in the amount of One Dollar (\$1.00) per year, the receipt and sufficiency of said sum being herewith acknowledged by both parties.

2 Operating Costs. Tenant shall also reimburse Landlord's Operating Costs for the Premises as delineated pursuant to Section 3.2a below as reimbursement for Landlord's costs to operate the 911 Center 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 911 Center. This Proportionate Use shall be based on the square footage leased by Tenant divided by the 911 Center's total square footage. The 911 Center's total square footage is approximately 161,271 square feet and Tenant's leasehold is approximately 1,990 square feet, which comprises 1.2339% of the 911 Center's total square footage. "Operating Costs" shall be based on Tenant's 1.2339% Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to, gas, electricity, and water), (ii) property insurance, (iii) common area maintenance, (iv) engineering services and building engineer expense at the full rate (compensation, benefits, and pension costs), and (v) landscaping and snow removal. Tenant shall separately contract for custodial services, telephone, and telecommunication services to the Premises. For 2016, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, \$1,538.57 per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2016 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 lo Landlord, one-twelfth (1/12) of such amount in equal monthly installments, on the first 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 B. Once full data becomes available. Landlord shall provide Tenant with the Actual Operating Costs for the previous year and a statement with reasonable supporting documentation 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, such underpayment shall be included in Tenant's subsequent monthly installment(s) of Operating Costs spread out for the remainder of the year, or, if said underpayment shall have been made , in the last year of the Term, Tenant shall refund said underpayment to Landlord within thirty (30) days. 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(s) of Operating Costs for the remainder of the year, or, if said overpayment shall have been made in the last year ofthe Term,

2

LEASE NO. 20328

Landlord shall refund said overpayment to Tenant within thirty (30) days.

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 lo time, hereby designate in writing lo Tenant. Landlord shall invoice Tenant for such Operating Expenses on a monthly basis. In the event thai Tenant does not 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 Utilities. Landlord shall supply gas, electricity, and water to the Premises, and Tenant shall reimburse Landlord for the Landlord-supplied utilities as detailed in section 3.2 above. Tenant shall be responsible for supplying and paying for all telephone or other communication services to the Premises.

4 Taxes and Other Levies. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

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 any amounts 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 or to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, USE, ALTERATIONS, AND COMMON AREAS

4.1 . Satisfaction with Condition. Tenant agrees, that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof and accepts the Premises in its "As-Is" condition.

3

i
i
i

LEASE NO. 20328

4.2 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 Lease on its part to be kept, observed and performed, shall lawfully occupy and enjoy the

Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord.

3 Tenant's Duty to Maintain Premises. Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago. If Tenant shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by fifteen (15) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord, at Landlord's option, is authorized to either make such repairs and Tenant will, within thirty (30) business days of demand, reimburse Landlord for the reasonable cost thereof, or Landlord can immediately terminate this Lease by providing the Tenant with written notice thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises and Landlord will schedule its entry so as to minimize any interference with Tenant's use of Premises.

4 Use of the Premises. Tenant shall use the Premises only for the Student Safety Center and related security operations. Tenant shall not use the Premises in a manner that would violate any laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments (collectively - the "Laws") which may be applicable to the Premises. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws 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. Tenant shall not use said Premises for political or religious activities.

5 Alterations and Additions. Tenant may not make any alterations, additions and/or improvements to the Premises without the prior written consent of Landlord's Commissioner of the Department of Fleet and Facility Management. Any such alterations, additions, and improvements shall be in full compliance with the applicable Laws. Landlord shall not be obligated to pay for any alterations, additions, or improvements to the Premises.

6 Common Areas. Tenant shall have shared, non-exclusive use of the bathrooms, break-rooms, lunchrooms, and gym in the 911 Center. Tenant shall coordinate with a designated individual from OEMC to access the 3rd floor telecommunications room for placement and operation of a telecommunications server.

7 Parking. Tenant's employees with an OEMC building pass will be permitted to park in the adjacent OEMC parking lot. There are no specific spaces assigned for Tenant's use. The parking spaces are available on a first-come, first-served basis, and Landlord cannot guarantee parking for all Tenant employees.

A

LEASE NO. 20328

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet or license the Premises or any part thereof.

2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. 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 shall become immediately due and payable by Tenant, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

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 below, insuring all operations related to this Lease. The Parties agree that Tenant self-insures for coverage of the type and nature set forth below. Tenant shall provide a letter of self-insurance in lieu of a certificate of insurance.

a) Worker's Compensation and Employer's Liability. Workers Compensation as prescribed by applicable law, covering all employees who are to provide a service under this Lease, and Employer's Liability Insurance with limits of not less than \$500,000 each accident, illness or disease.

b) Commercial General Liability (Primary and Umbrella). Commercial General 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 shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not lo include Endorsement CG 21 39 or

coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to, Tenant's sole negligence or the Additional Insured's vicarious liability. Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Lease, Tenant shall provide and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

The Tenant shall be responsible for all loss or damage personal property (including, but not limited to materials, equipment, tools and supplies), owned, rented or used by Tenant.

6.2 Other Terms of Insurance. 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 Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Tenant shall submit evidence of insurance prior to execution of the Lease. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Lease. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of the 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 or suspend the Lease until proper evidence of insurance is provided.

The Tenant shall provide for 60 days prior written notice to be given to the Landlord in the event coverage is substantially changed, cancelled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

Tenant hereby grants to the Landlord a waiver of any right of subrogation which any insurer of Tenant may acquire against the Landlord by virtue of the payment of any loss under the insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer(s).

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 in this Lease or by law.

Tenant expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by the Landlord shall not contribute with insurance provided by Tenant.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

If Tenant is a joint venture or limited liability company, the insurance policies shall name the joint venture or limited liability company as a named insured.

If Tenant maintains higher limits than the minimums shown above, Landlord shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

Notwithstanding any provision to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the rights to modify, delete, alter or change these requirements at any time during the Term of Lease.

6.3 Tenant's Indemnification. Without waiving its defenses and governmental immunities under the Local Governmental and Governmental Employer Tort Immunity Act, 745 ILCS Section 10/1 et. Seq. and the Illinois School Code, Tenant shall protect, indemnify, save harmless and defend Landlord from and against all liabilities, obligations, losses, claims, demands, causes of action, suits, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from or in any way related to: (i) Tenant's conduct, management, occupancy or work done in and on the Premises; (ii) any breach or default on the part of Tenant under this Lease; (iii) any intentional or grossly negligent act of Tenant or any of Tenant's agents, contractors, employees or invitees; and (iv) any accident, injury or damage cause by Tenant to any person occurring during the Term of this Lease on the Premises.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises are damaged, destroyed, or sustain a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Landlord's opinion or Tenant's opinion, the Premises are rendered unusable, 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 five (5) days written notice to such effect.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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 Lease.

2 Duty to Comply with Governmental Ethics Requirements. 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 or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable in the sole discretion of the City.

3 Tenant's Ethics Restrictions.

This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

No officer, agent or employee of the Tenant is or shall be employed by the Landlord or has or shall have a financial interest, directly, or indirectly, in this Lease or the compensation to be paid hereunder except as may be permitted in writing by the Tenant's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

SECTION 9. ADDITIONAL RESPONSIBILITIES OF TENANT

1 Safety Procedures. Tenant shall at all times adhere to the applicable security
1 policies and procedures for the 911 Center as detailed on Exhibit C attached hereto. Before
1 Tenant can access the Premises, all of Tenant's employees and agents must successfully
1 complete background checks administered by OEMC. At no time shall Tenant's employees or
1 agents access the City's Police and Fire Operations Floor located on the 3rd floor of the 911
1 Center. Tenant's failure to abide by the provisions of this section will result in the immediate
1 suspension or termination of Tenant's access to the Premises at the City's sole and exclusive
1 discretion. . . .

2 No Alcohol or Illegal Activity. Tenant shall not permit the consumption of alcoholic beverages or the use of any illegal drugs on the Premises. 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.

9.3 Hazardous Materials. Tenant shall keep out and off of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

9.4 Required 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 Landlord's 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 Lease. Tenant acknowledges that this Lease shall not act as a substitute for any permit that may be required.

5 Non-Discrimination. Tenant agrees that Tenant shall 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 in the use or occupancy of the Premises.

6 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, contractors or third parties. Tenant may perform such repairs with service providers suitable to Landlord and at Tenant's sole cost without further setoff or deduction from Landlord. In the event Tenant is unwilling or unable to perform said repairs, Landlord may perform such repairs subject to full reimbursement to Landlord by Tenant of all costs required for such repairs including, but not limited to, labor and material associated with such repairs.

7 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, or Tenant's invitees, or any third parties entering the Premises.

8 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises or the 911 Center. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord in any manner not specified in this Lease and Landlord shall not undertake any additional duties or services.

9 Condition at Termination. Upon the termination of this Lease, Tenant shall surrender the Premises to the Landlord in the same or better condition to the condition of the Premises at the beginning of Tenant's occupancy, of the Premises, normal wear and tear excepted.

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:

Stephen Stults
Department of Fleet & Facility Management
City of Chicago
30 North LaSalle, Rm 300
Chicago, IL 60602

Copy to: Tamie Sepulveda
Office of Emergency Management and Communications
City of Chicago
1411 W Madison, Rm 212
Chicago, IL 60607

Alison Gillis
Assistant Corporation Counsel
Department of Law
City of Chicago
121 N. LaSalle St, Suite 600
Chicago, IL 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:

Board of Education of the City of Chicago
Department of Facilities
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Director of Real Estate

Copy to: Chicago Public Schools Law Department,
Suite 900 One North Dearborn Street
Chicago, Illinois 60602

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.

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.

3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

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.

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.

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, and is subject to no contingencies or conditions except as specifically provided herein.

7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

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 relationship of principal and agent or of partnership or of joint venture between the parties hereto.

9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively.

10 Termination of Lease. Landlord shall have the right to terminate this Lease for any or no reason without penalty by providing Tenant with ninety (90) days prior written notice at any time after the Commencement Date.

11 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2026 and the rent shall be at the same rate as set forth in Section 3.1 of this Lease. During such holding over all provisions of this Lease shall remain in full force and effect.

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 ten (10) business days. If Tenant does not cure such default within ten (10) business days, Landlord may cancel this Lease with five (5) days written notice.

13 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.

14 Amendments. From time to time, the parties hereto may amend this Lease without City Council approval with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease. Provided, however, that such amendment(s) shall not serve to extend the Lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein, in the sole opinion of Landlord. 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.

15 Lease Construction. This Lease has been prepared by Landlord and reviewed and approved by Tenant. This Lease shall not be interpreted against either Landlord or Tenant because of the parties' mutual efforts to finalize this Lease.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

written.

LANDLORD:

CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government BY:

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:

Commissioner

BY: OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS

Executive Director

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

By:

**Deputy Corporation Counsel Real Estate
Division**

TENANT:

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO,
a body politic and corporate

By:

Name: Liza Balistreri

Title: Director of Real Estate

COO Report No.: 15-0108-COO1 Approved as
to Legal Form:

General Counsel

13
EXHIBIT A Premises

LEASE NO. 20328

LEASE NO. 20328

EXHIBIT B Operating Expense's

1411 W. Madison Street OEMC 911 Center (ver. 10/5/2015 and subject to further revisions)

<u>Items</u>		<u>Building Amounts (161,271 square feet)</u>				
Utilities	\$624,469.14	Engineering	Services	\$398,506.72	Common	Area
Maintenance	\$473,328.06					

Total Annual Costs \$1,496,303.92

Occupancy = 1,990 square feet, totaling 1.2339% of building's square footage (\$1,496,303.92 Annual Costs) X
(0.012339) = \$18.462.89 (Annual Operating Costs)

Total Monthly Operating Costs = \$1,538.57

15

EXHIBIT C Safer}' Procedures

16

i

GENERAL ORDER

Date:

SUBJECT: IDENTIFICATION CARDS AND VISITOR SECURITY

PURPOSE

Establishes policies and procedures regarding Office of Emergency Management and Communications (OEMC) identification cards and facility security pertaining to employees, security personnel, and to the arrival, presence and departure of all . visitors.

II. POLICY

The OEMC maintains a number of facilities and systems that are vital to the support of public safety emergency communications. These facilities, systems, and the personnel that operate and maintain them must be kept in a safe environment at all times. This is necessary for protection against intrusion, acts of terrorism, or any other threats including cyber or natural hazards that may interfere with the continued operation of dispatching systems and other critical functions.

III. DEFINITIONS

- A. Employee Identification card (ID) - an electronically produced card with overt and covert security features issued for OEMC employees, contract employees, and members of other agencies detailed to the OEMC. The OEMC ID cards provide visual identification and allow cardholders physical access to the buildings and restricted areas, as appropriate for each employee.
- B. Emergency Operations Center (EOC) ID card - an electronically produced card with overt and covert security features issued by the OEMC to members of agencies and departments represented in the EOC. while it is activated for a planned or unplanned event, or for an exercise. The EOC ID cards allow cardholders physical access only to the EOC (Room 300) located at the 1411 W Madison facility. The EOC ID card will be assigned by the OEM team at the time of the EOC activation.

- C. Visitor- anyone present in any OEMC facility who is not an OEMC employee, contract employee, or a member of another agency detailed to the OEMC.
- D. Visitor ID Card- a visitor ID card issued by OEMC security to visibly identify authorized visitors. Visitor ID cards for all OEMC facilities can be obtained at the front desk of 1411 W. Madison. There will be a card box and a log book to be given out 24/7.

1

EMPLOYEE IDENTIFICATION CARDS

- A. All OEMC employees, contractors, and members of other agencies detailed to the OEMC will be required to complete an Access Form (attached), which requires approval from their direct supervisor or designee. This form will be forwarded to Information Technology on the 2nd floor. Once the access form has been processed and approved, the applicant's supervisor will be contacted to schedule an appointment time to print the ID badge. The ID cards are to be used for the following:
 - 1. Visual Identification- ID cards display the name and photograph of the cardholder's face, and must be visibly worn at all times within any OEMC facility.
 - 2. Physical Access- ID cards are used to gain physical access to any OEMC facility and to restricted areas within facilities by means of an electronic security system based on the proxy readers and, in some locations, biometric (fingerprint) scanners.
- B. OEMC ID cards are to be worn attached to an outer garment on the upper front area of the torso, or on a lanyard, with the ID picture visible at all times within any OEMC facility.
- C. **All OEMC employees, contractors, and members of other agencies detailed to OEMC are to use the OEMC ID cards to allow entry for the cardholder only.**
- D. All OEMC personnel must enter at the turnstiles on the Madison Street entrance. Employees should only use the non-turnstile door if they are disabled, or if someone is carrying items that prohibit them from going through a turnstile or if access is being provided for an approved visitor.
- E. If an OEMC employee, contractor, or member of another agency detailed to the OEMC forgets, their OEMC ID card, he/she must be escorted by their supervisor and in exchange for a temporary identification badge from the front security desk and they will need to provide a valid government issued ID.
- F. If a cardholder has been suspended, placed on extended medical leave, or terminated, the electronic security privileges on the identification card will be disabled once Information Technology has been notified.
- G. If the OEMC ID of an OEMC employee, contractor, or member of other agency detailed to the OEMC is lost or stolen, see 'Replacing Identification Cards'.

V. VISITOR IDENTIFICATION CARDS

- A. Security personnel at 1411 W. Madison are responsible for issuing visitor ID cards to all authorized visitors after completing the following procedures:

1. Verify the identity of the visitor by accepting a government issued ID in place of a Visitor ID.
 2. Confirm the visitor's invitation with the OEMC employee hosting them.
 3. Log the visitor's arrival time and date in the OEMC Visitor Log Book. Explain to the visitor that the ID card is to be worn attached to an outer garment, at the upper front area of the torso, or on a lanyard, at all times while within any OEMC facility.
 4. Remind the visitor and or employee that the badge must be returned at the end of their visit in exchange for their Government Issued ID.
- B. Visitors at the main facility (1411 W. Madison) are required to be escorted by an OEMC employee at all times, especially when leaving the area they were authorized to visit for the purpose of exiting the facility. In such cases, the visitor will be escorted to the front lobby where the OEMC escort will ensure the Visitor ID card is returned to security personnel, before the visitor exits the facility.
- C. OEMC personnel or sections conducting seminars/training for visitors or those persons who are not regular or contracted employees carrying an OEMC badge shall provide a schedule to the Front Desk Security Guard. When possible, seminar/training class information shall include a class roster so visitor ID cards can be provided in place of their Government Issued ID Card.

VI. REPLACING IDENTIFICATION CARDS

An OEMC employee, contractor, or member of other agency detailed to the OEMC whose identification card needs to be replaced must complete the following:

1. Complete an Access Form with proper signatures as indicated on the form.
2. Complete a police report and notify their supervisor by completing a "To/From".
3. There will be a \$10.00 replacement fee for a lost, stolen, or damaged ID card. Submit the following for a replacement ID:
 - a. A \$ 10.00 money order payable to "City of Chicago, Department of Revenue"
 - b. completed access request form

3

- c. police report
- d. "To/From" to immediate supervisor (Supervisor will submit a copy to OEMC's Information Technology Section 746-9277 in order to have a new ID issued and the old one disabled)

Note: Cash, checks, or credit cards will not be accepted as payment.

4. An OEMC employee, OEMC contractor, or member of another agency detailed to the OEMC whose ID card has been worn through normal use will prepare the Access Form and submit it to their supervisor for approval. The OEMC employee, OEMC contractor, or member of another agency detailed to the OEMC will then submit the approved access request form and the worn unusable identification card to Information Technology on the 2nd floor. There will be no fee for replacement ID badges under certain circumstances.

VII. EOC IDENTIFICATION CARDS

- A. The OEMC maintains a supply of pre-made EOC ID cards. When the EOC is activated for planned events, unplanned incidents, or for exercises, Emergency Management personnel will deliver the pre-made EOC identification cards to the , security personnel at the Madison Street entrance security desk. Security personnel will be responsible for issuing the EOC ID cards to the respon^ding EOC agency representatives after completing the following procedures:
 1. Confirm the representative's identity and agency or organization affiliation by visually inspecting government and agency-issued ID cards.
 2. Confirm that their agency is expected in the EOC. This can be accomplished by calling the OEM representative in the EOC at (312) 746-9389 or the OEM Desk in the Operations Center at (312) 746-8800.
 3. Log the representative's arrival in the EOC Log Book
 4. Inform the representative to wear the EOC ID card attached lo the outer garment at the upper front area ofthe torso, or on a lanyard, along with their agency credentials, at all times while within the OEMC facility.
- B. OEM personnel will be responsible for the reclaiming of EOC ID cards from all agency representatives at the end of their shift. If an agency representative fails to return their EOC ID card, Information Technology will be notified to disable the EOC ID cards.

VIII. AFTER HOUR ACCESS

- A. General building access hours to 1411 W. Madison are between 5:00 a.m. and 5:00 p.m. Access will not be permitted after these hours unless the person possesses an OEMC ID card that is programmed for after hour access.
- B. If access is needed beyond the general building access hours, notify the Network Management Center

(NMC) at 312-746-9229.

IX. DELIVERIES

- A. Delivery hours for the main Facility (1411 W. Madison) are between 5:00 a.m. and 5:00 p.m.
- B. If the Loomis Entrance is closed, deliveries will be made to the Madison Street entrance. All deliveries will be received by Network Management Center (NMC).
- C. If the person or department identified on the delivery cannot be reached, the package will be stored in a locked cage. The NMC will not be responsible for deliveries left in a locked cage.
- D. All deliveries must be removed from the loading dock immediately. Freight and service deliveries are restricted to the rear freight elevator only.
- E. If it is a bulk delivery, arrangements will be made for the delivery at the Loomis entrance.
- F. All Vendors that require access into the facility (ACE vending) will need to come around to the front of the facility and request a Visitor Badge. NMC will escort them into the vendaloria until the work is complete.

X. PARKING LOT ACCESS

- A. Security Personnel should positively identify all vehicles and drivers that enter the facility parking lots. Access to the parking facilities shall be limited to the following:
 - 1. Vehicles displaying an official OEMC parking sticker and a current OEMC ID Badge.
 - 2. Vehicles from the Department of General Services (DGS).

I

! i

3. Non-OEMC vehicles will park in the alternate lot located on Ogden and Madison Street.
 4. Official vehicles displaying 'M' plates can park on Madison Street.
 5. Vendor or commercial vehicles displaying authorized "temporary parking permits" with current date.
- B. For West lot parking access, employees, contract employees and members of other agencies detailed to the OEMC must complete a Vehicle Parking Sticker Request Form, which can be obtained from their immediate supervisor. The supervisor will submit the completed form to Information Technology on the 2nd floor. Persons parking in this lot are required to present their OEMC ID to security personnel.
- C. All visitors must park in the OEMC auxiliary lot located at the corner of Madison and Ogden. There will be 10 designated visitor parking spaces for the Executive Director's meetings.
- D. Requests for parking stickers and temporary parking passes for OEMC personnel and contractors must be submitted to Information technology, (312) 746-9277
- E. Security personnel will deny access to any suspicious vehicles.
- F. Any OEMC employee, contractor, or member of other agency detailed to OEMC who fails to produce an OEMC ID card may be denied access to the west parking lot by security personnel. The employee can park in the alternate lot located in the northwest corner of Ogden and Madison Street.
- G. All OEMC employees are required to park in legal parking spaces. Violators will be warned, ticketed and towed. If the west lot is full, parking is also available in the alternate lot located in the northwest corner of Ogden and Madison Street.
- H. When exiting parking lots, employees may have to swipe their OEMC identification card to raise the gate to exit, if security is not available

XI. SECURITY PERSONNEL RESPONSIBILITIES

- A. Prevent access to any unauthorized person entering the west parking lot and log all parking violation so action can be taken.

- B. Contact NMC at 746-9229 to report ALL questions or concerns or reporting facility issues.
- C. Establish contact between visitor(s) and appropriate OEMC employees by logging and providing proper ID badges.
- D: Ensure all electronic security devices, turnstiles, door access controls, card swipe readers and CCTV equipment is maintained and in proper working order at all times.
- E. Conduct routine evening inspections of each floor to ensure the premise is locked and secure.

XII. OEMC PERSONNEL RESPONSIBILITIES

- A. All supervisors are responsible for ensuring their personnel are aware of the OEMC security policies and procedures. Violators may be subject to discipline and up to termination.
- B. All OEMC personnel share the responsibility for the facility security and are both authorized and expected to challenge persons in OEMC facilities that do not have an OEMC ID card or visitor's ID clearly displayed.
- C. All OEMC personnel shall deny the use of taking videos or pictures unless the Executive Director has specifically granted authorization.
- D. All OEMC personnel shall secure valuable items when they are away from their office or work station.
- E. All approved visitors MUST be escorted to and from their assigned meeting location. All attendees must be escorted out of the facility by an OEMC employee, contractor or a member of another agency detailed to OEMC.

XIII. CONTACT PHONE NUMBERS

2 nd Floor Contact Number	746-9277
4 th Floor Contact Number	746-9111
EOC	746-9389
NMC	746-9229
OC/CIC Contact Number	746-8800 or 744-4660
Operations Center	746-8800
Security Front Desk	746-9130 or 746-9131
Security Loading Dock	746-9818
Watch Manager's Officer (Fire)	746-9500 or 746-9600
Watch Manager's Office (Police)	746-9378

I
1411 West Madison Street Lease No. 20328

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

CD!

■ 53 .

iXu x
:-x? /vv*

OU- 'X

rAshlnncfAv#*a" o

a.

i i i:

CD'S v.-

A\\>x(-x

Laslin St

Loomis Si'''''
■ ■ ~ ■ ■ ...T'.-i

; is

; So' :
1=3:

ER /
?g{;:
•,-•-' >, > -/-XX

XV V'i :_'.•". XX

X-fe

BishoD St

IO i!

Loomis S!

^vx X--

; fS-]! ^k H:
'.V>: u i..
X73 i

ii ii

<l6: 11

/• .-

"^|_

r- -O

1

!

■

■

■

!

■

■

0)
C/
En" O
3-.. CO