Legislation Details (With Text)

File #:	O2017-934		
Type:	Ordinance	**Status:**	Passed
File created:	2/22/2017	**In control:**	City Council
		Final action:	3/29/2017
Title:	Intergovernmental agreement with Board of Trustees of University of Illinois for lease of building space within Garfield Community Service Center at 10 S Kedzie Ave for autism resource center and family start learning center		
Sponsors:	Emanuel, Rahm		
Indexes:	Lease		
Attachments:	1. O2017-934.pdf		

Date	Ver.	Action By	Action	Result
3/29/2017	1	City Council	Passed	Pass
3/23/2017	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
2/22/2017	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL MAYOR

February 22, 2017

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

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 an Intergovernmental Agreement with The Board of Trustees of the University of Illinois, as Tenant, for use of approximately 5,048 square feet of space within the City's Garfield Community Service Center located at 10 South Kedzie Avenue, for use as a resource center for autism and developmental delays and a family start learning center; such Intergovernmental Agreement to be approved by the Commissioner of the Department of Family and Support Services, and approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 20341

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective on the day of , 2017, ("Commencement Date") by **and between the CITY OF CHICAGO, an Illinois Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "Landlord" or "City") and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic ofthe State of Illinois (hereinafter referred to as "Tenant" or "University").**

RECITALS

WHEREAS, the City is the owner of the real property commonly known as 10 South Kedzie Avenue, Chicago, Cook County, Illinois, which is improved with a two-story 62,660 square foot building with basement ("Building") used as the Garfield Community Service Center; and

WHEREAS, the City and University are parties to that certain Intergovernmental Agreement dated October 1, 2012 (the "2012 IGA"), and the First Amendment to Intergovernmental Agreement dated March 29, 2013 ("First Amendment"), permitting the University's occupancy of space within City-owned facilities located at 4314 South Cottage Grove Avenue and 10 South Kedzie Avenue; and

WHEREAS, the term of the 2012 IGA and First Amendment expired on December 31, 2016, the University continues to occupy the Premises as a holdover tenant on a month to month basis pursuant to the provisions of the 2012 IGA and First Amendment, and the University wishes to continue its occupancy of room 202 located on the second floor and rooms L12, LI3, LI 5, and LI 6 located in the basement of the Building to operate a Resource Center for persons with autism and developmental delays and a Family Start Learning Center; and

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WHEREAS, Rooms 202, LI2, LI3, LI5, and L16 serve no present municipal use and City has agreed to permit the University's continued occupancy of this space pursuant to this IGA; and

NOW THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the University mutually agree as follows:

SECTION 1. GRANT

1.1 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:

1

LEASE NO. 20341

Approximately 5,048 square feet of space within the Building, comprised of 1,530 square feet in room 202 located on the second floor and 3,518 square feet in rooms L12, L13, LI5, and LI 6 located in the basement, located on that certain parcel of real estate more commonly known as 10 South Kedzie Avenue, Chicago, Cook County, Illinois, PINs 16-14-203-012 / -013 / -014 / -032 / -033 / -034 (the "Premises"), as further depicted on Exhibit A attached hereto.

SECTION 2. TERM

2.1 Term. The term of this IGA (the "Term") shall begin on the Commencement Date and shall end on December 31, 2023, unless sooner terminated as set forth in this IGA.

SECTION 3. RENT, TAXES, AND UTILITIES

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. The term "Rent" as used herein means the base rent of $1.00 plus all other payments due under this IGA of any kind or nature.

2 Taxes. 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, if and only to the extent required by applicable law. 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 IGA.

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Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises based upon University's status as a public body corporate and politic of the State of Illinois or any other exemption, claim or defense. The failure of Tenant to pay such taxes during the pendency ofthe contest shall not constitute a default under this IGA. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this IGA.

3 Operating Costs. Tenant shall reimburse Landlord's Operating Costs for the Premises as delineated pursuant to Section 3.3(a) below beginning on the Commencement Date as reimbursement for Landlord's costs to operate the Building and the Premises.

a. Calculation of Operating Costs. Tenant shall pay for Operating Costs (as hereinafter defined) incurred by Landlord with regards to Tenant's "Proportionate Use" of the Building. This Proportionate Use shall be based on the square footage leased by Tenant divided by the Building's total square footage. The Building's total square

footage is approximately 62,660 square feet and Tenant's leasehold is approximately 5,048 square feet, which comprises 8.06% of the Building's total square footage. "Operating Costs" shall be based on Tenant's 8.06%) Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) security services for the Building (not the Premises), (iii) landscaping and snow removal, (iv) common area maintenance and maintenance of the building envelope, roof, and structural components, (v) maintenance of electrical, plumbing, and HVAC systems, and (vi) Tenant's allocable share of other costs incurred by Landlord in operating and maintaining the Building (excluding (a) any capital repairs or improvements that may be required, (b) repairs required by casualty, or (c) costs that are specific and isolated to other tenants' space within the Building). Tenant shall separately contract for custodial services and other communication services at the Premises. For 2017, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, $3,207.01 per month. The estimated monthly Operating Costs are set forth in Exhibit B and are subject to a 3% annual escalation beginning on January 1, 2018. The Operating Costs shall be prorated on a per diem basis in the event that the Commencement Date is not the first day of the month.

b. Reimbursement Procedure. Tenant shall pay to Landlord the estimated monthly Operating Costs on the first day of each month during such year following billing by Landlord. Operating Costs 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 to time designate in writing to Tenant. Landlord shall invoice Tenant for such Operating Costs on a monthly basis. In the event that Tenant does not receive such invoice from Landlord, Tenant shall contact Landlord. Landlord's failure to invoice Tenant for Operating Costs or other expenses does not constitute a waiver of any such charges.

3.4 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

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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, ALTERATIONS, ADDITIONS, AND SURRENDER

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.

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 IGA on its part to be kept, observed, and performed, shall lawfully occupy and enjoy the Premises (subject to the provisions of this IGA) 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 good repair and 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 within 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 IGA 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 its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of the Premises.

4 Maintenance of the Building. Landlord shall take reasonable and reasonably prompt efforts to maintain the Building and all of its structural elements and mechanical systems (including the Building envelope, roof, HVAC, plumbing, and electrical systems) in condition of good repair and order, and in compliance with all applicable provisions ofthe Municipal Code of Chicago. Tenant shall notify Landlord regarding any issues with maintenance of the Building.

5 Use of the Premises. Tenant shall use the Premises only as a Resource Center for persons with autism and developmental delays and a Family Start Learning Center. 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 or to the use or manner of use of 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

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Premises.

6 Alterations, Additions and Improvements. Tenant may not make alterations, additions, or improvements to the Premises without the prior written approval of the Commissioner ofthe Department of Fleet and Facility Management. All 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.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this IGA in whole or in part, or sublet or license the Premises or any part thereof, without Landlord's prior written consent.

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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 LIABILITY

1 Self-Insurance. Tenant shall secure insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

2 Insurance. Tenant shall procure and maintain at all times, at Tenant's own expense, or cause to be maintained at the expense of service providers, as applicable, at all times during the Term, the insurance

coverages and requirements specified below, insuring all operations related to the IGA. The kind and amounts of insurance required are as follows:

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 IGA, 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 $3,000,000 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 to include Endorsement CG 21 39 or equivalent).

The City of Chicago shall be named as a contracting party under the University's self-insurance program for purposes of this Section 6.2 only. The contracting party coverage shall not have any language under the policy such as, but not limited to, Tenant's sole negligence or the contracting party'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 IGA, 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.

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

6.3 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 IGA, 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 IGA. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this IGA have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the IGA. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. 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 IGA and the Landlord retains the right to terminate or suspend the IGA until proper evidence of insurance is provided.

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The Tenant shall provide for 30 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 agrees that its insurers, and/or Tenant's self-insurance program, shall waive 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. Upon request by Landlord, 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).

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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 IGA 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 coverages and limits to be carried shall not be reduced by any limitations expressed in this IGA.

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 to the extent of Landlord's loss.

The Tenant must require all contractors or subcontractors to provide the insurance required herein, or Tenant may provide the coverages for contractors or subcontractors. All contractors and subcontractors are subject to the same insurance requirements of Tenant unless otherwise specified in this IGA. Tenant must ensure that Landlord is an additional insured on an Endorsement CG-2010 of the insurance required from contractors and subcontractors.

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 IGA.

6.4 Liability. It is understood and agreed that neither party to this IGA 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 IGA 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. Tenant shall be responsible for all loss or

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damage to business property (including but not limited to materials, equipment, tools and supplies), owned or rented, by Tenant.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

7.1 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 of Chicago), either direct or indirect, in the Premises. No such official, employee, or member shall 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 IGA.

7.2 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 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.

SECTION 8. ADDITIONAL RESPONSIBILITIES OF TENANT

1 Custodial Services. Tenant shall provide and pay for custodial services and shall be responsible for keeping the Premises clean and free of debris. Tenant shall provide and pay for any exterminator service for the Premises whenever such services are reasonably necessary.

2 Security. Tenant is responsible for properly securing the Premises during the Term.

3 Maintenance of Premises. Tenant shall maintain the interior of the Premises, including any fixtures located within the Premises, such as sinks, toilets, and light fixtures.

4 Fire Protection. Tenant shall provide and maintain smoke detectors, carbon monoxide detectors, and fire extinguishers in the Premises at all times as required by applicable Laws.

5 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, unless approved as part of an alteration, addition, or improvement under this IGA. 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 clients where Tenant's clients are in the Premises and/or

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Building to receive services provided by the Tenant.

6 Hazardous Substances. Tenant shall not use or store any Hazardous Substances (defined below) on the Premises. Tenant shall promptly notify the Landlord if Tenant discovers any Hazardous Substances on the Premises. Tenant shall dispose of all medical wastes at Tenant's cost and in accordance with any applicable Laws. As used in this IGA, the term "Hazardous Substances" shall mean any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "Environmental Laws" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the

Premises and relating to the regulation and protection of human health, safety, the environment, natural resburces or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

7 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 Fleet and Facility Management must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a material breach of the terms of this IGA. Tenant understands that this IGA shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

8 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's employees, clients, invitees, contractors, and any other person entering the Premises.

9 Condition at Termination. Upon the termination of this IGA, 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. Tenant shall remove all equipment and/or materials placed on the Premises by Tenant or anyone acting by or under Tenant, and Tenant shall replace the door locks to the Premises. Said removal and lock replacement shall be without cost to Landlord.

10 No Alcoholic Beverages. Tenant agrees that alcoholic beverages shall not be sold, given away, or consumed on the Premises.

11 Illegal Activity. Tenant shall not perform or permit any practice that is illegal or injurious to the Premises or unreasonably disturbs other tenants.

12 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color,

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sex, gender identity, age, religion, disability, national origin, ancestry, immigration status, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy ofthe Premises.

SECTION 9. MISCELLANEOUS

9.1 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 orr certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Fleet and Facility Management

LEASE NO. 20341

Office of Real Estate Management 30 North LaSalle Street, Suite 300 Chicago, Illinois 60602

City of Chicago Corporation Counsel City Hall, room 600 121 North LaSalle Street Chicago, Illinois 60602
Attn: Real Estate Division

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
Office of University Counsel
405 Administrative Office Building
1737 W. Polk Street
Chicago, IL 60612

University of Illinois
Real Estate Planning Services
Office of Business and Financial Services
809 S. Marshfield Ave (MC078)
Chicago, IL 60612

and to Tenant at the Premises, 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 IGA shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this IGA shall not be affected thereby, but each covenant, condition, provision, term or agreement of this IGA shall be valid and in force to the fullest extent permitted by law.

3 Governing Law. This IGA shall be construed and be enforceable in accordance with the laws of the State of Illinois. Notwithstanding anything to the contrary contained in this IGA, University shall not be deemed to have waived University's sovereign immunity under the laws and Constitution of the State of Illinois for any purpose whatsoever, and University hereby

expressly reserves all rights and defenses afforded and available to it as a public body, corporate and politic, of the State.

4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this IGA. This IGA 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 IGA 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 IGA nor in any way affect this IGA.

6 Binding Effect of IGA. The covenants, agreements, and obligations contained in this IGA 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 ofthe Essence. Time is of the essence of this IGA and of each and every provision hereof.

8 No Principal/Agent or Partnership Relationship. Nothing contained in this IGA 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 IGA. The parties executing this IGA hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively.

10 Termination of IGA. Landlord and Tenant shall have the right to terminate this IGA for convenience without penalty by providing the other party with ninety (90) days prior written notice.

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11 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month beginning on January 1, 2024 and the Rent shall be at the same rate as set forth in Section 3.1 of this IGA. During such holding over all other provisions of this IGA shall remain in full force and effect.

12 Damage or Destruction. If the Premises and/or Building are damaged or destroyed or a casualty to such extent that University cannot continue, occupy or conduct its normal business therein, or if, in University or City's opinion, the Premises and/or Building are rendered unusable, either City or University shall have the option to declare this IGA terminated as ofthe date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, University shall cease operations immediately and the

Operating Costs shall be apportioned as of the date of such damage or destruction. City shall repay to University any prepaid Operating Costs.

13 Force Majeure. When a period of time is provided in this IGA 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 Tenant Default. Tenant must adhere to all provisions of this IGA. Failure of Tenant to adhere to all provisions of this IGA 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 IGA with five (5) days written notice.

15 No Brokers. The Department of Fleet and Facility Management, Office of Real Estate Management, does not use brokers, tenant representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this IGA, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this IGA. Under no circumstances shall Tenant make any payments due hereunder to any broker(s).

16 Access to Parking Lot. Tenant shall have non-exclusive access to the parking lot of the Building on a first-come first-served basis. Such use of the parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot.

17 Amendments. From time to time, the parties hereto may amend this IGA without City Council approval with respect to any provisions reasonably related to Tenant's use ofthe Premises and/or Landlord's administration of this IGA, including, but not limited to, amendments to permit the expansion of Tenant's Premises and billing responsibility for telephone service if provided by the City. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve, in the sole opinion of the Landlord, to

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otherwise materially alter the essential provisions contained herein. 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 IGA and all other provisions of this IGA shall otherwise remain in full force and effect.

9.18 Availability of Funds. This IGA 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 IGA.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this IGA as of the date first written above.

LANDLORD:

CITY OF CHICAGO,

an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FAMILY AND SUPPORT SERVICES

Commissioner

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

Commissioner

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

By:

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Chief Assistant Corporation Counsel Real Estate Division

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

By:

Print Name: Title:

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EXHIBIT A PREMISES (in shaded area)

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LEASE NO. 20341

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EXHIBIT B

Tenant's Proportionate Share of Building Occupancy

Address:	10 S. Kedzie Ave.
Building Sq. Ft.	62,660
Tenant Premises	5,048
Tenant's Proportionate Share of Buildir	8.06%

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BUILDING OPERATING COSTS	
Gas	$27,194.29
Electricity	$114,440.90
Common Area Maintenance (not includ	$336,062.56
TOTAL =	$477,697.75

Annual per square foot Operating Costs Tenant's Annual Operating Costs Tenant's Monthly Operating Costs

$7.62 $38,484.17 $3.207.01

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10 South Kedzie Avenue Lease No. 20341

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