Legislation Details (With Text)

File #:	O2017-951		
Type:	Ordinance	**Status:**	Passed
File created:	2/22/2017	**In control:**	City Council
		Final action:	3/29/2017
Title:	First amendment to lease agreement with Cook County for use of building space at 69 W Washington St for Office of Inspector General		
Sponsors:	Emanuel, Rahm		
Indexes:	Lease		
Attachments:	1. O2017-951.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 Tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a First Amendment to Lease with The County of Cook, as Landlord, for use of approximately 810 square feet of building space located at 69 West Washington Street, suite 1420, by the Office of Inspector General; such First Amendment to Lease to be approved by the Inspector General, and approved as to form and legality by the Corporation Counsel in substantially the following form:

(City Lease #14227)

FIRST AMENDMENT TO OFFICE LEASE

This First Amendment to Office Lease (this "First Amendment") is made and entered into as of the day of , 2017, by and between the County Of Cook, a body corporate and politic hereinafter referred to as "Landlord"), and the City of Chicago, an Illinois Municipal Corporation (hereinafter referred to as "Tenant").

WITNESSETH: '

WHEREAS, Landlord and Tenant entered into that certain Lease dated March 1, 2012 for premises in the Building described as Suite 1420 (hereinafter referred to as the "Lease"), for a term expiring on February 28, 2017; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Lease and for other purposes as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Definitions. Unless otherwise defined in this First Amendment, and unless the context otherwise requires, any capitalized term used herein and defined in the Lease shall have the meaning set forth in the Lease.

2. Integration of First Amendment and Lease. This First Amendment and the Lease shall be deemed to be one instrument. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Lease, the terms and provisions of this First Amendment shall control and prevail.

3. Term. The Term ofthe Lease is hereby further extended from and including March 1, 2017 through and including February 28, 2022 (the "Extension Period"), unless sooner terminated in accordance with the terms of

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the Lease. The Extension Period shall be upon all the terms and conditions contained in the Lease, except as specifically provided herein.

4. Brokers. Tenant represents that Tenant has not dealt with any brokers in connection with this First Amendment.

5. Indemnifications. Both Landlord and Tenant acknowledge that each party is responsible for its own acts or omissions, and that any indemnifications contained in the Lease shall be voided as of the date upon which this First Amendment is fully executed and delivered.

6. No Offer. Submission of this instrument for examination or negotiation shall not bind Landlord, and no obligation on the part of Landlord shall arise until this instrument is signed and delivered by both Landlord and Tenant.

7. Lease in Full Force and Effect. Except as expressly modified or amended by this

First Amendment, all the terms and provisions of the Lease shall remain unchanged and in full force and effect.

8. Execution. This First Amendment to Office Lease has been executed by the undersigned as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as ofthe date first written above.

TENANT:

CITY OF CHICAGO, an Illinois Municipal Corporation

BY: THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: .
Commissioner

APPROVED: INSPECTOR GENERAL FOR THE CITY OF CHICAGO

By:
Inspector General

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

By:

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Chief Assistant Corporation Counsel

?

LANDLORD:

COUNTY OF COOK, a body politic and corporate ofthe State of Illinois

By:
Toni Preckwinkle, President

Cook County Board of Commissioners

ATTEST:

COOK COUNTY CLERK COMPTROLLER

David D. Orr

Lawrence Wilson

Approved as to form:
Assistant State's Attorney

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69 West Washington Street, suite 1420 Lease No. 14227

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

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