



# Office of the City Clerk

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

## Legislation Details (With Text)

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**File #:** O2019-1514  
**Type:** Ordinance  
**File created:** 3/13/2019  
**Status:** Passed  
**In control:** City Council  
**Final action:** 4/10/2019  
**Title:** Lease agreement with Cook County for provision of mental health services at 641 W 63rd St  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Lease  
**Attachments:** 1. O2019-1514.pdf

Date	Ver.	Action By	Action	Result
4/10/2019	1	City Council	Passed	Pass
4/9/2019	1	Committee on Housing and Real Estate	Recommended to Pass	
3/13/2019	1	City Council	Referred	

### OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

March 13, 2019

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 a Lease with The County of Cook, as tenant, for use of 86 square feet of clinical office space, located in room L-41 of the Englewood Neighborhood Health Center at 641 West 63rd Street, to be used for the provision of mental health services; such Lease to be approved by the Commissioner of the Department of Public Health, and as to form and legality by the Corporation Counsel in substantially the following form:

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## **LEASE**

THIS LEASE (the, "Lease") is made and entered into this            day of           , 201   , by and between THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "Landlord") and THE COUNTY OF COOK, a body politic and corporate of the state of Illinois, through its Cook County Health & Hospitals System, d/b/a Cook County Health (hereinafter referred to as "Tenant").

## **RECITALS**

WHEREAS, Landlord owns the real property and improvements located at 641 West 63rd Street, Chicago, Illinois, which is improved with a one story building with basement (the "Building") that is utilized by Landlord as the Englewood Neighborhood Health Center; and

WHEREAS, Tenant wishes to provide psychiatric services, including the provision of tele-psych services, to the public from the Englewood Neighborhood Health Center; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 et. seq.) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 86 square feet of space located in room L-41 in the basement of the Building (the "Premises").

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

## **SECTION 1. GRANT**

1.1 Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

## **SECTION 2. TERM**

2.1 Term. The term of this Lease ("Term") shall commence on the date of execution of this Lease ("Commencement Date"), and shall terminate on December 31, 2026 unless sooner terminated as set forth in Section 9.10 this Lease. Tenant shall have the option, subject to Landlord's approval, to extend the Term of this Lease through December 31, 2031.

## **SECTION 3. RENT, TAXES, AND UTILITIES**

3.1 Rent. Tenant shall pay base rent and Overhead Costs, as defined in Section 3.2 of this Lease, for the Premises in the amount of:

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One Thousand Seven Hundred Seventy and 20/100 Dollars (\$1,770.20) per year throughout the Term of this Lease.

The base rent and Overhead Costs shall be prorated on a per diem basis for any year throughout the Term of this Lease that is less than a full calendar year.

3.2 Taxes and Utilities. Landlord shall pay when due all real estate taxes, duties, assessments, gas, electricity, sewer, telecommunication, and water charges and other levies (together, "Overhead Costs") assessed against the Premises, and Tenant shall reimburse Landlord for Overhead Costs together with base rent as outlined in Section 3.1 of this Lease. Overhead Costs shall also include equipment and supplies provided by Landlord to the Premises. Subject to Landlord's approval and at Tenant's cost, Tenant may supplement the existing telephone or other communication services to the Premises.

## **SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS**

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.

4.2 - Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

3 Maintenance of Premises and Right of Access. Landlord shall take reasonable efforts to maintain the Premises in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. Tenant shall notify Landlord regarding any issues with the maintenance of the Premises. Landlord shall be responsible for resolving building code violations, if any, issued on the Premises. In the event such building code violations were caused by Tenant, Tenant shall resolve such issues at Tenant's cost or Landlord can perform such repairs to correct the building code violations subject to reimbursement from Tenant. 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, including making best efforts to limit its access to the Premises to regular business hours.

4 Use of the Premises. Tenant shall use the Premises as a health clinic operated by Cook County Health. Tenant shall not allow any other use at the Premises without Landlord's prior written consent. 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

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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.

4.4 Alterations and Additions. Tenant may make alterations, additions and improvements on the Premises, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease. Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions and improvements. Any additions and improvements to the Premises shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant.

## **SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS**

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet 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. 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..

## **SECTION 6. INSURANCE AND INDEMNIFICATION**

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, or cause to be procured and maintained by any service providers operating at the Premises, at Tenant's own expense (or at the expense of such service providers, as applicable), at all times during the Term, the insurance

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coverages and requirements specified below, insuring all operations related to the Lease. 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 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 \$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 an additional insured under the policy. Such additional insured 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 ILOOO^OOO 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.

d) Medical Professional Liability. Medical Professional Liability coverage with limits of not less than \$5,000,000 including prior Acts coverage, such instances covering Tenant against any claim made against Tenant arising out of a medical incident involving the rendering of or a failure to render professional services or out of the performance of the services in Tenant's capacity toward the Landlord as professional consultant, whether caused by an error, omission or act of the Tenant, of any person employed by Tenant or any others for whose actions or omissions Tenant is legally liable. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced the policy retroactive date must coincide with or precede the start of work.

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.

6.3 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 Lease, and Renewal Certificates of Insurance, or such

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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.     <sup>y</sup> ■

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 does not limit the Tenant's liability with regard to this Lease.

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.

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#### **6.4 Tenant's Indemnification. [Reserved] SECTION 7. 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. V

2 Duty to Comply with Governmental Ethics Ordinance. Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable in the sole discretion of the City of Chicago.

#### **SECTION 8. HOLDING OVER**

8.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on the first day after expiration of the Term of this Lease. During any holdover period all provisions of this Lease shall remain in full force and effect.

## **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 or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago  
Department of Fleet and Facility Management Office of Real  
Estate Management 30 North LaSalle Street, Suite 300  
Chicago, Illinois 60602

With a copy to:

City of Chicago Department of Public  
Health 333 South State Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60604

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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:

Executive Director of Behavioral Health Services CCH  
Professional Building, 9<sup>th</sup> Floor, Rm. 9501 1950 W. Polk St.  
Chicago, IL 60612

Diane.Washington@cookcountyhhs.org

<mailto:Diane.Washington@cookcountyhhs.org>With a

copy to:

Cook County Health  
Chief Executive Officer 1950 W. Polk, Suite 9816 Chicago, IL  
60612 Fax: (312) 864-9994



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.

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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 duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10 Termination of Lease. Landlord requires approval by the City Council of the City of Chicago for any lease agreement with a Term of greater than one hundred eighty (180) days. Landlord shall have the right to terminate this Lease without payment or penalty, by providing ten (10) days' advanced written notice to Tenant,

if this Lease is not approved by the City Council during the first one hundred seventy (170) days of the Term. Tenant shall have the right to terminate this Lease without prepayment or penalty by providing each other with Sixty (60) days prior written notice any time after execution of this Lease. If the Intergovernmental Agreement for Professional Services dated December 15, 2018 between The City of Chicago, Department of Public Health and The County of Cook, through its Cook County Health and Hospitals System d/b/a Cook County Health expires or is terminated, then Landlord shall have a right to terminate by providing Tenant with sixty (60) days prior written notice.

11 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. ,

12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

13 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to 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 sixty (60) days. If Tenant does not cure such default within sixty (60) days, Landlord may terminate this Lease with thirty (30) days written notice.

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9.14 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that Landlord does not use brokers, landlord representatives, or other finder. No rental payments or other obligations due to Landlord hereunder shall ever be provided to any brokers, tenant representatives, landlord representatives, or other finders.

15 Amendments. From time to time, the parties hereto may administratively amend this Lease with

respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease including, but not limited to, leasehold expansion. Provided, however, that such Amendment(s) shall not serve to extend the Term hereof nor serve, in the sole opinion of the Landlord, to 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 Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

16 Access to Parking Lot. Tenant shall have non-exclusive access to the Building's parking lot 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 parking lot.

17 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

#### **SECTION 10. ADDITIONAL RESPONSIBILITIES OF TENANT**

1 Custodial Service. Tenant shall provide and pay for custodial services for the Premises, which shall be construed as keeping the Premises clean and free of debris.

2 Telecommunications Services. Tenant shall separately contract for, and pay when due all charges for, telephone or other communication services at the Premises.

3 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or  
3 permit any practice that is injurious to the Premises; is illegal; or increases the rate of insurance  
3 on the Premises. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or  
nature  
3 shall be sold, given away or consumed on the Premises. ' ■ >

4 Hazardous Materials. 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. As used in this Lease, 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 resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances. :

5        Licensing and Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. Landlord's Department of Fleet and Facility Management and Department of Public Health must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Lease.

6        Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

10.7 Non-Discrimination. Tenant agrees that Tenant shall (a) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof, and (b) not use the Premises for any religious activities.

8        Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear taken into consideration.

9        Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind, from the leased Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

10 Repairs for Tenant Negligence. Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

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

**LANDLORD:**

**THE CITY OF CHICAGO,**  
a Municipal Corporation and Home Rule Unit of Government

**DEPARTMENT OF PUBLIC HEALTH**

By: \_\_\_\_\_  
Commissioner

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

By: \_\_\_\_\_  
Commissioner

APPROVED AS TO FORM AND LEGALITY BY:  
DEPARTMENT OF LAW

By: \_\_\_\_\_  
Assistant Corporation Counsel, Real Estate Division

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**TENANT:**

**COOK COUNTY HEALTH**

By:  
Chief Executive Officer

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**641 W. 63rd St. Lease No. 20356**

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