



# Office of the City Clerk

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

## Legislation Text

File #: SO2015-4676, Version: 1

### SUBSTITUTE

### 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 Lease with Vanguard Archives Holdings, Inc., as Landlord, for use of approximately 65,240 square feet of storage space and 4,200 square feet for indoor parking (2 bays) located at 3920 S. Michigan Avenue by the Chicago Police Department, as Tenant; such Lease to be approved by the Superintendent of the Department of Police, and approved as to form and legality by the Corporation Counsel in substantially the following form:

#### **LEASE NO. 12048**

### LEASE

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between VANGUARD ARCHIVES HOLDINGS, INC., an Illinois corporation (hereinafter referred to as "Landlord") and the CITY OF CHICAGO, an Illinois municipal corporation (hereinafter referred to as "Tenant" or "City").

### RECITALS

WHEREAS, Landlord is the owner of the real property more commonly known as 3920 South Michigan Avenue, Chicago, Cook County, Illinois; and

WHEREAS, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord approximately 69,440 square feet of storage space and indoor parking located at 3920 South Michigan Avenue.

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

#### **SECTION 1. GRANT**

Landlord hereby leases to Tenant the following described premises ("Premises") situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 65,240 square feet of storage space and 4,200 square feet for indoor parking (2 bays) all located on that certain parcel of real estate more commonly known as 3920 South Michigan Avenue, Chicago, Illinois.

The Permanent Real Estate Tax Number (PIN) for the real estate for which the Premises is located, as assigned by the Cook County Assessor's Office is 20-03-101-003-0000.

## **SECTION 2. TERM**

The term of this Lease ("Term") shall commence on the date of execution ("Commencement Date") and shall end on December 31, 2019 unless sooner terminated as set forth in this Lease.

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

3.1 Rent. Tenant shall pay rent for the Premises in the amount of:

(a) Eleven Thousand Nine Hundred Seventy and 00/100 Dollars (\$11,970.00) per month for the period beginning on the first full month after the Commencement Date and ending on December 31, 2015.

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b) Twelve Thousand Two Hundred Sixty Nine and 25/100 Dollars (\$12,269.25) per month for the period beginning on January 1, 2016 and ending on the December 31, 2016.

c) Twelve Thousand Five Hundred Sixty Eight and 50/100 Dollars (\$12,568.50) per month for the period beginning on January 1, 2017 and ending on the December 31, 2017.

d) Twelve Thousand Eight Hundred Sixty Seven and 75/100 Dollars (\$12,867.75) per month for the period beginning on January 1, 2018 and ending on the December 31, 2018.

e) Thirteen Thousand One Hundred Sixty Seven and 00/100 Dollars (\$13,167.00) per month for the period beginning on January 1, 2019 and ending on the December 31, 2019.

Rent shall be paid to Landlord at Vanguard Archives Holdings, Inc., 3900 South Michigan Avenue, Chicago, Illinois 60653, or at such other place as Landlord may hereafter designate in writing to Tenant.

2 Taxes and Other Levies. Landlord shall pay when due all real estate taxes, duties, assessments, water charges, sewer charges, and other levies assessed against the Premises, and all excise, sale, leasehold, or similar taxes assessed or levied on account of this Lease or the rental paid hereunder.

3 Utilities. Tenant shall pay when due all charges for telephone or other communication service. Landlord shall pay all electric, gas, water, sewer and other utility charges attributable to the Premises.

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

1 Condition of Premises upon Delivery of Possession. Landlord covenants that the Premises shall:

a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

b) Contain no environmentally hazardous materials.

Landlord's duty under this Section of the Lease shall survive Tenant's acceptance of the Premises.

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 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.

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3 Landlord's Duty to Maintain Premises and Right of Access. Landlord shall, at Landlord's sole 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, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and installation"), and Title 15 ("Fire Prevention") Title 10 and Title 17 ("Landscape Ordinance"). If Landlord shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by thirty (30) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this Lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. 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 Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the premises or to the use or manner of use of the premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Tenant shall have twenty-four (24) hour access to the Premises.

5 Alterations and Additions. Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

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

1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

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

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1 Insurance. During the Term, Landlord shall procure and maintain at all times, at Landlord's own expense, the insurance coverages and requirements specified below pursuant to the requirements of the Department of Finance's Risk Management Office, 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 \$100,000 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 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, Landlord's sole negligence or the Additional Insured's vicarious liability. Landlord'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, Landlord 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.

d) All Risk Property. All Risk Property Insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss of, damage to or destruction of Leased Property.

The Landlord 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 Landlord.

2 Other Terms of Insurance. Landlord 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. Landlord shall submit evidence of insurance prior to execution of Lease. The receipt of any certificate does not constitute agreement by Tenant 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 have been fully met or that the insurance policies indicated on

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the certificate are in compliance with all Lease requirements. The failure of Tenant to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by Tenant, Landlord shall advise all insurers of the Lease provision regarding insurance. Nonconforming insurance shall not relieve Landlord of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease and the Tenant retains the right to terminate or suspend the Lease until proper evidence of insurance is provided.

The Landlord shall provide for 60 days prior written notice to be given to the Tenant 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 Landlord.

Landlord hereby grants to the City a waiver of any right of subrogation which any insurer of said Landlord may acquire against the City by virtue of the payment of any loss under the insurance. Landlord 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 City has received a waiver of subrogation endorsement from the insurer(s)

Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified in this Lease or by law.

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

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

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 Landlord's Indemnification. Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be

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charged to, or be recovered from Tenant by reason of Landlord's negligent performance or failure to perform any of its obligations under this Lease.

### **SECTION 7. DAMAGE OR DESTRUCTION**

7.1 Damage or Destruction. If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

### **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 directed 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 Lease.

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

## **SECTION 9. HOLDING OVER**

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month beginning on January 1, 2020 and the rent shall be at the same rate as set forth in Section 3.1 (e) of this Lease. During such holding over all other provisions of this Lease shall remain in full force and effect.

## **SECTION 10. MISCELLANEOUS**

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant 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 Tenant as follows:

Department of Fleet and Facility Management Office of Real  
Estate Management 30 North LaSalle - Suite 300

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Chicago, Illinois 60602 and

General Counsel  
Chicago Police Department  
3510 South Michigan Avenue  
Room 5087 NE  
Chicago, Illinois 60653

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord 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 Landlord as follows:

Mr. Helmut Mlakar Vanguard Archives  
Holdings, Inc. 3900 South Michigan Avenue  
Chicago, Illinois 60601

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice,

demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, 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. Tenant shall have the right to terminate this Lease by providing Landlord with one-hundred eighty (180) days prior written notice. Landlord shall have the right to terminate this Lease by providing Tenant with three-hundred sixty-five (365) 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. Rent shall be apportioned as of the date of Tenant's vacating the Premises as the result of said termination.

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

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10.14 Amendments. From time to time, the parties hereto may administratively amend this Lease Agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease Agreement, including, but not limited to, leasehold reduction under Section 10.16. 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. Such amendments 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 Prior Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premise under a prior lease dated November 30, 2009. Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under such prior lease and that neither party has

any claims against the other with respect to such prior lease.

16 Option to Reduce Leasehold. Tenant shall have the option to reduce the subject leasehold. In the event of such reduction, Tenant shall provide Landlord with thirty (30) days' written notice of Tenant's intent to reduce the subject leasehold. Under such reduction, Tenant's revised monthly rental payment under Section 3.1 shall be the reduced square footage multiplied by the per square foot rate then in place under this Lease, divided by twelve (12). Said reduction may not, however, serve to reduce Tenant's occupancy at any time to less than 30,000 square feet. If Tenant exercises such space contraction right, Landlord and Tenant shall execute an amendment to this Lease. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall remain in full force and effect.

## **SECTION 11. ADDITIONAL RESPONSIBILITIES OF LANDLORD**

1 Water Service. Landlord shall provide and pay for hot and domestic water and maintain plumbing in good operable condition.

2 Maintenance. Landlord shall provide, at Landlord's sole cost and expense, any and all engineering service for maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Engineering service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

3 Electric Service. Landlord shall provide and pay for electricity as metered on said Premises.

4 Heating Service. Landlord shall provide and pay for heat to the Premises, whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises.

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Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

5 Snow Removal. Landlord shall provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abuts the Premises.

6 Unauthorized Improvements. Any improvements to the Premises effectuated by Landlord on Tenant's behalf can only be performed upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management, Approval from any other City department (s), other employee(s) of the Department of Fleet and Facility Management, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect. Improvements made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management shall not be reimbursable by Tenant to Landlord.

7 Economic Disclosure Statement Affidavit ("EDS") Updates. Throughout the Lease Term, Landlord will provide Tenant with any material updates to the information previously submitted in Landlord's Economic Disclosure Statement Affidavit ("EDS"). Tenant reserves the right to withhold rental payment under this Lease agreement in the event Landlord fails to provide such updates.

## **SECTION 12. ADDITIONAL RESPONSIBILITIES OF TENANT**

1 Plate Glass Replacement. Tenant shall repair or replace any broken plate glass on first floor of said Premises during term of Lease when such damage is not caused by any intentional act or negligence of Landlord.

2 Custodial Service. Tenant shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

3 Tenant Signage. Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that such signage complies with federal, state and municipal laws.

4 Landlord Signage. Landlord shall have a right to place upon Premises notices of rental signs not to exceed 2' x 2' in size and Tenant shall allow Landlord to place such signs.

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

6 Security Service. Tenant shall assume responsibility for securing Tenant's operations and Tenant's portion of the Premises. Tenant shall pay for monthly alarm service, if necessary in Tenant's opinion.

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7 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants; is illegal; or increases the rate of insurance on the Premises.

8 Hazardous Materials. Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

9 Visitor Escort and Notification. Tenant shall escort personnel recovering property in and out of the Premises during and after recovery of property. In addition, Tenant shall notify Landlord in advance

whenever Tenant shall allow any third parties to access the shared dock space. Under no circumstances shall Tenant allow other parties to access Landlord's portion of the complex.

10 Tenant Access. Tenant shall have access to the Premises on a twenty-four (24) hour basis.

11 Repairs for Tenant Negligence, Vandalism, or Misuse. Subject to approval as set forth herein, 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, or contractors. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Repair approval from any other City department(s) or other employee(s) of the Department of Fleet and Facility Management shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management shall not be reimbursable to Landlord.

12 No Smoking. Because of the fire hazard given the nature of Landlord and Tenant's operations, smoking anywhere on the Premises is strictly prohibited. Without exception, Tenant shall not permit Tenant's employees, agents, contractors, or any other invitees to smoke on the Premises.

13 Fire Extinguishers. Tenant shall provide and maintain fire extinguishers in the Premises at all times as required by applicable code(s).

14 Smoke Detector System. Tenant previously installed a local smoke detector system. Tenant shall assume any responsibility for the maintenance and repair of such system.

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### **SECTION 13. LANDLORD DISCLOSURES AND AFFIRMATIONS**

13.1 Business Relationships. Landlord acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C)

notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation by Landlord of Section 2-156-030 (b) has occurred with respect to this Lease Agreement or the transactions contemplated hereby.

13.2 Patriot Act Certification. Landlord represents and warrants that neither Landlord nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13.3 Prohibition on Certain. Contributions-Mayoral Executive Order No. 2011-4.

Landlord agrees that Landlord, any person or entity that directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Landlord and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Landlord, (ii) while this Agreement or any Other Contract is

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executory, (iii) during the term of this Agreement or any Other Contract (as hereinafter defined) between Landlord and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011 -4.

Landlord represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Landlord or the date Landlord approached the City, as applicable, regarding the formulation of

this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Landlord agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Agreement or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

a) "Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

b) "Other Contract" means any other agreement with the City of Chicago to which Landlord is a party that is (i) formed under the authority of chapter 292 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

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c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

d) Individuals are "domestic partners" if they satisfy the following criteria:

- (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
- ii) neither party is married; and
- iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- v) two of the following four conditions exist for the partners:
  - 1) The partners have been residing together for at least 12 months.
  - 2) The partners have common or joint ownership of a residence.
  - 3) The partners have at least two of the following arrangements:
    - A. joint ownership of a motor vehicle;
    - B. a joint credit account;
    - C. a joint checking account;
    - D. a lease for a residence identifying both domestic partners as tenants.
  - 4) Each partner identifies the other partner as a primary beneficiary in a will.
- (e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Landlord's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of the Department of Fleet and Facility Management. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Landlord's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Landlord's eligibility for future contract awards.

5 Failure to Maintain Eligibility to do Business with City. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the

Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

6 Cooperation with Inspector General and Legislative Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, user of real property and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. Landlord understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

7 2014 Hiring Plan Prohibitions.

1. The Tenant is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the Tenant from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

2. Landlord is aware that Tenant policy prohibits Tenant employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire any individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by Tenant or Tenant employees. Any and all personnel provided by Landlord under this Lease are employees or subcontractors of Landlord, not employees of the City of Chicago. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the Tenant and any personnel provided by Landlord.

3. Landlord will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

4. In the event of any communication to Landlord by a Tenant employee or Tenant official in violation of paragraph 2 above, or advocating a violation of paragraph 3 above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the Tenant's Office of the Inspector General ("OIG Hiring Oversight"), and

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also to the head of the relevant Tenant department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by OIG Hiring Oversight.



**(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**

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

**LANDLORD:**

VANGUARD ARCHIVES HOLDINGS, INC.,  
an Illinois Corporation

By:

**TENANT:**

**CITY OF CHICAGO,**  
an Illinois municipal corporation

**BY: DEPARTMENT OF FLEET AND FACILITY  
MANAGEMENT**

By:

Commissioner

**BY: THE CHICAGO POLICE DEPARTMENT**

By:

Superintendent of Police

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

By:

Deputy Corporation Counsel Real Estate  
Division

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**3920 South Michigan Avenue Chicago  
Department of Police Lease No. 12048**

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

**JOSEPH A. MOORE**

Alderman. 49th Ward 7356 north Greenview Avenue Chicago. Illinois 60626 telephone 773-336-5796 war<J49@cityofchicago.org wwwward49.com  
<<http://wwwward49.com>>

**CITY COUNCIL**

**CITY OF CHICAGO COUNCIL CHAMBER**

City Hall. Room 300 121 North LaSalle Street Chicago. Illinois 60602 Telephone 312-744-3067

COMMITTEE MEMBERSHIPS

SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION  
Chairman

Budget and Government Operations

Committees. Rules and Ethics

Finance

Health and Environmental Protection

Human Relations

July 29, 2015

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 27, 2015, having had under consideration the substitute ordinance introduced by Mayor Rahm Emanuel on June 17, 2015, this being the approval of the lease agreement renewal at 3920 S. Michigan Ave., begs leave to recommend that Your Honorable Body Approve said ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present with no dissenting votes.

Respectfully submitted,