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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

APR 6 - 1998

COUNTY OF COOK
AND STATE OF ILLINOIS

RENEW LEASE WITH CHICAGO URBAN LEAGUE
SPACE AT 226 WEST JACKSON
CENTRAL ADMINISTRATION

THE CHANCELLOR

REPORTS

that the Chicago Urban League has requested to continue to use 9,446 square feet of space on the 4th floor at CCC's 226 West Jackson facility for its data processing instructional and other related programs operated by the League; and

that the League will pay rent to the Board at \$12.25/sq.ft. or \$9,640.19 per month, effective April 1, 1998, for the contract term, which will include janitorial services, maintenance and lighting; that the League will also be responsible for payment of its phone service and for meter electricity costs occasioned by use of computer facilities and equipment, and the necessary air-conditioning equipment in the leased space; and that the effective period of this lease begins on January 1, 1998, and ends on December 31, 1998.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves a renewal lease with the Chicago Urban League for use of space on the 4th floor at 226 West Jackson for the operation of the League's programs for a period of 1 year, all in accordance with the terms and conditions of the lease; and authorizes the Chairman and Assistant Secretary to execute said lease on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

April 6, 1998

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LEASE

In consideration of the mutual benefits, and rights, and duties conferred, this instrument represents the final and exclusive agreement between the Chicago Urban League (hereinafter "League"), an Illinois not-for-profit corporation, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (hereinafter "Board"), regarding the lease of space at the Board's facility at 226 West Jackson Boulevard, Chicago, Illinois. All other agreements, whether written or oral, are void.

1. The Board agrees to lease to the League 9,446 square feet of space to be designated on the fourth floor, which consists of the entire space on the fourth floor, of 226 West Jackson Boulevard, Chicago, Illinois 60606 (hereinafter "lease space").
2. This lease is for a total lease term of one year, commencing and dated as of January 1, 1998, and expiring December 31, 1998.
3. The League shall have access to lease space during normal business hours from 8:00 A.M. to 9:00 P.M. (Monday through Friday) through entrances designated by the Board. The League shall be issued keys for all leased space, and duplicates shall be held by authorized Board security and maintenance staff. Further, the League will be responsible for the opening and closing of the main gate and double glass doors, located on the lease space, on a daily basis.
4. Both parties recognize the changing educational need for space, and the necessary contingency of grant funds for support of this lease. For this reason, either party may cancel this lease, without penalty or payment, upon ninety (90) days advance written notice.
5. Employees, agents, clients, and invitees of the League shall have access to those common areas available to the public. League employees and clients shall be issued identification through the Board Security Department. League employees, agents, clients and invitees shall follow all rules regarding the use of Board property, including but not

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limited to, the Board's prohibition of smoking anywhere on the lease space and/or the premises of 226 W. Jackson, Blvd., Chicago, Illinois.

6. The League shall pay rent to the Board for the use of designated space upon the following terms and conditions:
 - a. One hundred and twelve thousand, three-hundred and twelve dollars and ninety-four cents (\$112,312.94) per year, (\$9,359.41/month). For the term of the lease, rent shall be payable on the first day of each month for the leased space. This figure is calculated from \$11.89 per square foot multiplied by 9,446 square feet of space.
 - b. Effective April 1, 1998, the League shall pay monthly rent for the lease of space in the amount of nine thousand, six hundred and forty dollars and nineteen cents (\$9,640.19/month). This figure is calculated from \$12.25 per square foot multiplied by 9,446 square feet of space, divided by 12.
7. All lease payments, pursuant to this lease, shall be made payable to the "Board of Trustees of Community College District No. 508, County of Cook and State of Illinois" and sent/delivered to the following:

City Colleges of Chicago
Building Manager
Buildings and Grounds Department
226 West Jackson Boulevard
12th Floor
Chicago, Illinois 60606
8. All lease payments shall be independent of every other covenant in this lease. Further, the League agrees to pay the Board a late charge for any lease payment which is paid more than five days after its due date equal to five percent (5%) of such payment for the first month that such payment is late plus five percent (5%) of such payment for each month such payment is late thereafter. The late charge shall be assessed against any unpaid amount(s) in dispute. Should resolution of any unpaid amount(s) in dispute result in a determination the late charge was improperly assessed

against the League, the League shall be credited for the late charge improperly assessed.

9. The League shall be responsible for its own telephone service. Telephone closet number 2, in the elevator lobby of the 4th floor, can be used for the installation of the League's telephone equipment. Requests for the use of additional electrical and/or telephone closet space must be directed and approved by the Board's Buildings and Grounds Department.
10. The Board shall provide electricity, heating and air conditioning during normal operating hours for the lease space. The League agrees that the Board shall not be liable for damages for failure or delay in furnishing any service stated in this paragraph if such failure or delay is caused, in whole or in part, due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond the Board's reasonable control, nor shall any such failure or delay be considered to be an eviction or disturbance of the League's use of the lease space, or relieve the League from its obligation to pay any rent when due or from any other obligations of the League under this lease. Further, the League shall be responsible for costs, if any, occasioned by extraordinary use in computer facilities and equipment, and related air-conditioning machinery.
11. The League shall provide an inventory of equipment that shall be used in the lease space. The Board of Trustees shall not be responsible for the loss of this equipment by reason of theft or destruction. Equipment installed and designated on the inventory list shall remain the property of the League.
12. The Board will provide the League with the use of forty (40) computer tables (45"w x 29"d) with dropped keyboard surface and thirteen (13) printer tables (30"w x 30"d) with top surface cut-out as part of the lease payment. Such items are Board property to remain with the Board.
13. The League is responsible for any and all damages made to any and all Board property.

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14. Signage for the League shall be provided per building standard at cost. This includes:
 - a. panel in the west lobby directory board; amount of space allotted may change if the Board has additional tenants; space allotted may be reduced, but will be appropriate for the amount of copy required;
 - b. main floor directory on 4th floor, at reception desk;
 - c. small corridor directory, at north end of "T" corridor;
 - d. all individual office/classroom signage; and
 - e. all pod work stations (i.e., hanging nameplates).
15. The Board will provide, as part of the lease space, the League with two (2) security keys to floor and one (1) key per office/storage/other door. The Board will also change the combination lock on restrooms and provide the League with the combination numbers. Any requests for additional keys or lock changes shall be charged to the League at cost. The League will pay the Board a minimum labor charge of twenty-five (\$25.00) dollars per lock change.
16. The Board will provide two (2) keys for each lockable piece of furniture made available to the League.
17. Any additional keys requested by the League will be provided to the League at the following costs:
 - a. security keys (double-glass doors; roll gates): \$5.25 each;
 - b. locks with cylinders (add/change locks on doors): 2.50 each;
 - c. conventional keys (office/storage door keys): \$2.00 each; and
 - d. furniture keys (desks and cabinet keys): \$1.00 each.
18. The League shall not make any replacement, alteration, improvement or addition to or removal from the lease space (collectively an "alteration") without the prior written consent of the Board. In the event the League proposes to make any alteration, the League shall, prior to commencing such alteration, submit to the Board for prior written approval detailed plans and specifications as well as other information and documents, as requested by the Board, related to the proposed alteration. If the League makes any alteration without the Board's prior written consent, the

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- League shall restore the lease space to its condition prior to the installation of such alteration(s). If the League does not remove such alteration(s) after requested to do so by the Board, the Board may remove the same and restore the lease space to its condition prior to the installation of such alteration(s); and the League shall pay the cost of such removal and restoration to the Board upon demand.
19. Any labor required by the League for any special set-up or clean-up, reconfiguration, remodeling, painting, electrical, plumbing or mechanical work shall be charged to the League at the Board's cost. It shall be coordinated by the Board and the Board's personnel shall perform all work, unless work to be performed is covered under a service contract with an outside firm or contractor.
 20. The League shall remove its furniture, equipment, trade fixtures and all other items of personal property from the lease space prior to termination of the term of this lease or the League's right to possession of the lease space. If the League does not remove such items, the League shall be conclusively presumed to have conveyed the same to the Board without further payment or credit by the Board to the League; or at the Board's sole option such items shall be deemed abandoned, in which event the Board may cause such items to be removed and disposed of at the League's expense without notice to the League and without obligation to compensate the League.
 21. The League agrees not to operate any child care, day care and/or child sitter services, center and/or program on the Board's property of which would cause the Board's property to be in violation of the Chicago Building Code.
 22. The League agrees to comply with all federal, state, local and/or municipal laws, rules, regulations and/or ordinances.
 23. The League shall provide general liability and property damage insurance coverage in the following amounts:
 - a. General Liability: Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general

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aggregate to include Products Liability.

b. Automobile Liability:

i. Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 Combined Single Limit.

ii. Above to include Employer's Non-Owned and Hired Car coverage.

c. Worker's Compensation:

i. Statutory coverage in accordance with the laws of the State of Illinois.

ii. Employer's Liability with limits of \$100,000 each accident/injury, \$100,000 each employee/disease, \$500,000 disease policy limit.

d. Umbrella Liability: \$1,000,000 each occurrence excess over the above.

e. The League will list the Board and the Public Building Commission of Chicago as additional insureds on such coverage. Further, the certificate should specify that the Board will be notified in the event the coverage is modified or terminated. At renewal, a certificate should be furnished automatically.

24. It is mutually agreed and understood that, during the term of this lease, the League will indemnify and hold the Board and the Public Building Commission of Chicago harmless from all claims, actions, and judgments, including attorney's fees, for personal injury, public liability, and property damage related to the use and occupancy of the Board's premises and facilities under this lease, whether or not it shall be alleged or determined that the act(s) was/were caused through negligence or omission of the League, its employees, agents, clients and business invitees. Further, the League will be responsible to pay for any and all fines and violations incurred as a result of its use of the lease space.

25. If a substantial part of the lease space shall be lawfully taken or condemned for any public or quasi-public use or purpose, or conveyed under threat of such condemnation, the terms of this lease shall end upon, and not before, the date of the taking of possession by the condemning authority. The League shall be entitled to file and pursue any claims it may have for personal property and moving expenses only against the condemning authority.
26. If the lease space shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the lease space untenable, then the Board shall proceed to repair and restore with reasonable promptness the lease space (excluding leasehold improvements paid for by the League) at the Board's expense, subject to reasonable delays for insurance adjustments and delays caused by matters beyond the Board's reasonable control. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed thirty (30) days from the date such damage occurred, then the League shall have the right to terminate this lease as of the date of such damage upon giving notice at any time within ten (10) days after the Board gives the League the notice containing said estimate.
27. The League shall not assign, convey, mortgage or otherwise transfer this lease or any interest hereunder, or sublease the lease space, or any part thereof, whether voluntarily or by operation of law.
28. This lease must be approved by the Public Building Commission of Chicago. If this agreement is not approved by the Public Building Commission of Chicago, then this lease is rendered null and void.
29. This lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this lease, represent the complete agreement between the Board and the League; and the Board has made no representations or warranties except as expressly set forth in this lease. No modification or amendment of or waiver under this lease shall be binding upon the Board or the League unless in writing signed by the Board and the League.

30. In no event shall the Board be liable to the League if the Board is unable to deliver possession of the lease space to the League on the commencement date for causes outside the Board's reasonable control. If the Board is unable to deliver possession of the lease space to the League by the commencement date, the commencement date shall be deferred until the Board can deliver possession to the League, and the expiration date shall be deferred for an equal number of days.
31. The Board shall not be in default or held liable for any damages to the League hereunder and the League shall not be excused from performing any of its obligations hereunder if the Board is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond the Board's reasonable control.
32. No receipt of money by the Board from the League after termination of this lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the lease space shall renew, reinstate, continue or extend the term or affect any such notice or suit. No waiver of any default of the League shall be implied from any omission by the Board to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
33. This agreement is governed by the laws of the State of Illinois, and the remedies for default in performance of provisions of this lease shall be as provided by law.
34. All notices pursuant to this lease shall be in writing and sent to the parties at the following addresses by first-class mail or personal delivery:

Board of Trustees of
Community College District No. 508,
County of Cook and State of Illinois
Chairman
City Colleges of Chicago

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226 West Jackson Boulevard
Chicago, Illinois 60602

and

Board of Trustees of
Community College District No. 508,
County of Cook and State of Illinois
Office of the Chancellor
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, Illinois 60602

and

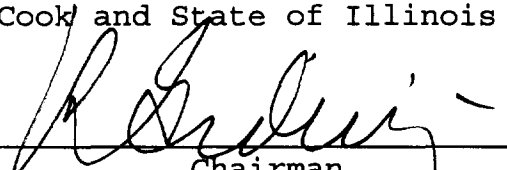
Chicago Urban League
James W. Compton
President
226 W. Jackson Boulevard
Fourth Floor
Chicago, Illinois 60606

In witness whereof the parties affix their signatures by
their authorized agents.

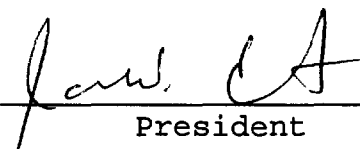
Board of Trustees of Community
College District No. 508, County
of Cook and State of Illinois

Chicago Urban League

By:


Chairman
APR 6 - 1998


By:


President

Dated:

Dated:

Attest:


Patricia A. Buck
Assistant Secretary

27 March 1998

Approved as to form:


General Counsel