

4/25/2012

36-R-12

A RESOLUTION

**Authorizing the Lease of the Computer Lab in Main Library
to Workforce Board of Northern Cook County
from May 15, 2012 through May 14, 2013**

WHEREAS, the City of Evanston c/o Evanston Public Library owns certain real property, including the property commonly known as the Main Library at 1703 Orrington Avenue, Evanston, Illinois; and

WHEREAS, the City desires have a computer lab in the Main Library serve as a site location for services related to career assistance and job training to community members; and

WHEREAS, the City seeks to lease the computer lab in the Main Library to the Workforce Board of Northern Cook County, a non-profit organization which provides career services and job assistance programs to the public; and

WHEREAS, the City Council of the City of Evanston has determined that it is in the best interests of the City of Evanston community members to lease said computer lab to, and executing a one-year lease with Workforce Board of Northern Cook County, for use as a job assistance training facility.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest on behalf of the City of Evanston, the lease agreement, by and between the City of Evanston c/o Evanston Public Library, as Lessor and Workforce Board of Northern Cook County, as Lessee, for

the computer lab, located within the Main Library, for \$17,760.00 (Seventeen Thousand Seven Hundred Sixty and 00/100 Dollars) per year. The lease agreement shall be in substantial conformity with the Lease attached hereto as Exhibit "A" and made a part hereof.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions for the lease agreement for the aforesaid space as may be determined to be in the best interests of the City and approved as to form by the Corporation Counsel. The City may agree in the future to assign the lease agreement to the Evanston Public Library Board of Trustees.

SECTION 3: That this Resolution 36-R-12 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: May 14, 2012

EXHIBIT A

**Lease Agreement by and between the City of Evanston c/o Evanston
Public Library and The Workforce Board of Northern Cook County
for the period from May 15, 2012 to May 14, 2013**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 15th day of May, 2012, by and between CITY OF EVANSTON, an Illinois municipal corporation and a home rule unit of the State of Illinois, c/o the Evanston Public Library (the "Landlord") and WORKFORCE BOARD OF NORTHERN COOK COUNTY (the "Tenant") for a certain commercial office space located at 1703 Orrington Avenue, Room 303, Evanston, Illinois 60201 (the "Premises"). The Landlord and Tenant shall be collectively referred to as the "Parties".

RECITALS

WHEREAS, the Main Library is located at 1703 Orrington Avenue, Evanston, Illinois and, within the facility there is a 12 – station computer lab training room (the "Training Room");

WHEREAS, Workforce Board seeks to lease the Training Room from the City for purposes of operating a workforce development and career services training site;

WHEREAS, the City desires to be a site location for the services that the Workforce Board provides to the community, and

WHEREAS, the Training Room will provide centralized services regarding career assistance, including access to technology, serve as recruitment venue, provide job training to community members, and many other purposes and services not fully described in this Lease.

In consideration of the rents, covenants and conditions hereafter set forth and the conditions and understandings, the Landlord and Tenant hereby agree as follows:

1. **BASIC LEASE PROVISIONS.** In addition to the other terms which are elsewhere defined in this Lease, the following words and phrases, whenever used in this Lease, shall have the meanings set forth in this Section 1.

- (a) Landlord: The City of Evanston
1703 Orrington Avenue
Evanston, Illinois 60201
- (b) Tenant: Workforce Board of Northern Cook County
2604 E. Dempster, Suite 305
Park Ridge, IL 60068
- (c) Premises: 1703 Orrington Avenue
Room # 303
Evanston, Illinois 60201
(+/- 870 sq/ft)

- (d) Commencement Date: May 15, 2012
- (e) Lease Term: One Year (May 15, 2012 – May 14, 2013)
- (f) Base Rent: \$17,760.00 per year; (\$1,480.00/per month)
- (g) Delivery of Premises: Tenant will lease Space in AS-IS condition. The Premises will be furnished by Landlord, if any additional office equipment or furnishing is needed, it will be at the expense of the Tenant.
- (h) Utilities: Landlord will be responsible for the payment of ALL utilities and other related expenses, EXCEPT FOR: cell phone charges and cable television usage (if applicable). The Tenant is permitted to use the Landlord's copy machine and will reimburse the Landlord for said use per month at the rate of \$.10/per page.
- (i) Permitted Use: Operation of a workforce development resource center within the Premises and use as a computer lab for computer classes for library patrons. The anticipated services to be provided by Workforce Board in the Training Room include, but are not limited to the following: resume writing and critiquing, career assessment, job identification, interviewing tips and tools, developing users use of technology in a job search, enhancing job seekers soft skills for the workplace, host job search workshops, help develop and provide referrals to additional services and partners on job assistance issues.
- (j) Security Deposit: No Deposit Required.
- (k) Hazard Insurance: Landlord to procure fire and hazard insurance on the Premises.
- (l) Tenant Insurance: Tenant to carry commercial liability insurance and insure all improvements, fixtures, equipment, and personal property belonging to the Tenant.
- (m) Signage: Tenant may install its signage outside of the Premises, at its own expense, to be agreed upon by the Parties following the execution of this Lease and approved by

Landlord.

(n) Landlord's Personal

Property at Premises: The Parties agree and acknowledge that all items described on Exhibit "A" are at all times the property of Landlord, and shall remain at the Premises upon termination of this Lease.

2. **PREMISES.** Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease, take and rent from Landlord the leased space located at 1703 Orrington Avenue, Room #303, Evanston, Illinois 60201. The Landlord will cause the halls, corridors, and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted. Landlord will air-condition the Premises when required by outside temperature. Tenant shall comply with such rules and regulations of the Library Facility at 1703 Orrington Avenue, Evanston, Illinois 60201, for the necessary, proper, and orderly care of the Library building in which the Premises are located. No modifications, alterations, additions, installations, or renovations including decorating shall be undertaken by the Tenant without first obtaining the written permission from the Landlord. The cost of all alterations and additions, if applicable, shall be borne by the Tenant and shall remain for the benefit of Landlord. The Premises will be accessible to Tenant employees when the Main Library facility is open to Evanston Library employees. The Landlord will provide entrance keys to the Premises, Patrons of the Training Facility will be able to access the Premises for use during the hours of operation set by the Tenant. The Workforce Board, through its affiliates, will assign at least 2 full-time staff members to work in the Training Room. The initial two staff members will be a Training Room Coordinator and a Career Advisor. The Training Room will be staffed and open at a minimum of five days a week. The tentative hours of operation proposed are as follows: Monday, Wednesday and Friday from 10 a.m. to 6 p.m.; and Tuesday and Thursday from 10 a.m. to 8 p.m.

3. **TERM and RENEWAL.** The term of this lease agreement (the "Term") shall be for a period of one (1) year commencing on May 15, 2012 (the "Commencement Date") and ending on May 14, 2013 (the "Expiration Date"). If the Workforce Board desires to renew the Lease for another one year term, the Workforce Board shall give the City sixty days written notice of said intention to elect to exercise said option to renew. The terms of the renewal Lease shall be negotiated at said time of renewal.

4. **RENT.** Tenant agrees to pay Landlord or Landlord's agent as rental for the Premises, the monthly installments of Rent due under the terms of this Lease. All monthly installments of Rent shall be payable in advance on or before the first (1st) day of each successive calendar month during the Term at the office of the Landlord set forth in Paragraph 1(a). A penalty of 15% on the base rent will be assessed against the Tenant for the payments not received by Landlord within five (5) days of the payment due date. If Tenant fails to pay any amount due for more than thirty (30) days, Landlord may accelerate all other amounts due under this Lease

upon written notice to Tenant and following fourteen (14) day period for Tenant to cure said default. No delay or failure by Landlord to exercise this or any other right or remedy under this Lease shall be deemed a waiver of that right or any other term of the Lease.

5. **NO LIENS.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge to become, a lien or encumbrance or charge upon the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises shall be filed against the Premises, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond. If Tenant shall fail to cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien and any money reasonably paid by Landlord and all reasonable costs and expenses, including attorneys' fees, reasonably incurred by Landlord in connection therewith, together with interest thereon at shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt of Landlord's written demand. In the event Tenant diligently contests any such claim of lien, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all reasonable out of pocket costs, liability and damages, including attorneys' fees resulting therefrom, and, if requested, upon demand, Tenant agrees to immediately deposit with Landlord cash or surety bond in form and with a company reasonably satisfactory to Landlord in an amount equal to the amount of such contested claim.

6. **TENANT INSURANCE OBLIGATIONS.** Tenant shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy in the amount of One Million and no/100 Dollars (\$1,000,000.00) with respect to the Premises, with provisions acceptable to Landlord, and the activities of Tenant in the Premises. The Tenant shall furnish copies of a Certificate of Insurance with the Landlord and the Evanston Public Library named as an additional insured with an insurance company acceptable to the Landlord. The Tenant shall furnish, when requested, a certified copy of the policy to the Landlord. The policy shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the Landlord has received written notice from the insurance company. An insurance company having less than an A- Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable. Tenant shall at its own expense, cost, and risk shall defend and pay all costs, including attorney's fees, of any and all suits or other legal proceedings that may be brought or instituted against the Landlord and/or the Evanston Public Library, or any claim or demand, and pay and satisfy any judgment that may be rendered against them in any such suit or legal proceeding or the amount of any compromise or settlement that may result therefrom. Notwithstanding any of the foregoing, ~~Tenant has no obligation to defend or indemnify Landlord in or for any claim or action against Landlord alleging negligence or gross negligence.~~

7. **WAIVER OF SUBROGATION.** The Landlord and Tenant shall not be liable to the

other for any loss or damage caused by water damage or any of the risks that are or could be covered by a standard all risk hazard insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party's carrier arising out of any such loss.

8. **QUIET ENJOYMENT.** Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements on Tenant's part to be performed, Tenant shall at all times during the Term have the quiet enjoyment and possession of the Premises.

9. **CERTAIN RIGHTS RESERVED TO LANDLORD.** In addition to those rights identified above, Landlord reserves the following rights:

- (a) to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy if Tenant should vacate the Premises during or prior to the last ninety (90) days of the Term or any part thereof;
- (b) to retain pass keys to the Premises;
- (c) to take any and all measures, including, without limitation, inspections, repairs, and alterations to all or any part of the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's Interests or as may be necessary or desirable in the operation of the commercial portions of the Premises; and

Landlord may enter upon the Premises with reasonable notice to tenant and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant. Landlord agrees that it shall not interfere with the Tenant's use and occupancy unless Landlord determines in its reasonable discretion that such interference is necessary.

10. **DEFAULT REMEDIES.**

(a) Any one of the following events shall be deemed to be an event of default hereunder by Tenant subject to Tenant's right to cure:

- (1) Tenant shall fail to pay within five (5) days, any item of Base Rent at the time and place when and where due;
- (2) Tenant shall fail to maintain the insurance coverage as set forth herein;
- (3) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of Rent, and shall not cure, or commence the good faith cure of any such failure, within fifteen (15) days after written notice to the Tenant of such failure; and

(4) Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy;

(b) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants right to cure:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, without being liable to prosecution or any claim for damages therefor; and Tenant agrees to Indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.

(2) Landlord may recover from Tenant upon demand all of Landlord's costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant's obligations hereunder, subject to Landlord prevailing on its claims.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

11. INDEMNITY. Tenant agrees that Landlord, mayor, Evanston Public Library officials, officers, agents, attorneys, and employees shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Tenant or any other person. Tenant shall indemnify and hold Landlord, mayor, Evanston Public Library officials, officers, agents, attorneys, and employees harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Tenant's use and occupancy of the Premises. In the event that Tenant is named as a defendant in any legal proceeding arising from any act or omission of Landlord for any injury or any claimed damage occurring at the Premises, then Landlord shall indemnify and hold Tenant harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury provided that a) Landlord is named as a defendant in the legal proceeding; b) the claim arises from a negligent or gross negligent act or omission of Landlord; c) Tenant's own negligent act or omission is not a cause of the claim; and d) the claim is

unrelated to Tenant's use and occupancy of the Premises.

12. **LIABILITY FOR ACTS OR NEGLIGENCE.** If any damage to the Premises, or any part thereof, results from any act or neglect of Tenant or its invitees or other guests, agents, customers, invitees or other guests of its customers, or employees, independent contractors, or the like, Tenant shall immediately repair the same; provided, however, that Landlord may, at its option, repair such damage and Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. All personal property belonging to Tenant shall be at the sole risk of the Tenant and such other person only and the Landlord shall not be liable for damage, theft or misappropriation thereof.

13. **DESTRUCTION OR DAMAGE.** In the event of destruction of or damage to, the Premises by fire or other casualty, Landlord shall use the proceeds of its insurance to promptly rebuild and restore the Premises to their condition immediately prior to such destruction or damage. Landlord shall rebuild and restore the Premises to the condition of the Premises that existed on the Possession Date. In the event that the proceeds have been applied to indebtedness secured by any mortgage on the Premises, or are otherwise unavailable or the proceeds of insurance are not sufficient to pay for the cost of rebuilding or restoration, and Landlord elects not to make an equivalent amount of funds available to rebuild and restore the Premises, then Landlord may terminate this Lease and Tenant's rights hereunder and Tenant shall be released of its obligations and this Lease shall cease and terminate as of the date Tenant receives Landlord's written notice of such election.

14. **CONDEMNATION.** If the whole, or any part of the demised Premises shall be taken by any public authority under the power of eminent domain, the Lease term shall cease as of the day of possession shall be taken by such authority if such is of the entire demised Premises and any rents shall be prorated as of said date. If the entire premises are not taken, but such taking is more than 20% of the Premises the Tenant shall have the option to terminate this lease. If the taking is less than 20% and such taking would cost the tenant monies to reconfigure/restructure the business premises or make it not practical to continue said business, tenant shall have the option to terminate the lease upon 30 days written notice to Landlord. All compensation awarded for any taking under the power of eminent domain, whether in whole or in part of the demised premises shall be the property of the landlord, however, the landlord shall not be entitled to any award made expressly to the tenant for the taking of the tenant's business value, furniture, fixtures or leasehold improvements (exclusive of the Landlord's contributions).

15. **ATTORNEYS' FEES AND EXPENSES.** Tenant shall pay and discharge all costs, attorney fees and expenses that shall be made and incurred by the Landlord in enforcing the agreements of this lease and all the parties to this lease agree that the agreements herein contained shall be binding upon, apply, and inure to their respective successors and assigns.

16. **ENTIRE AGREEMENT AND TIME IS OF THE ESSENCE.** This Lease contains the

entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Time is of the essence of this Lease, and of each term, condition and provision hereof.

17. **HOLDING OVER.** Upon termination of this Lease, by lapse of time or otherwise, Tenant shall surrender the Premises (and all keys thereto) in the same condition as at commencement of the Term, excepting only reasonable wear and tear and loss by insured casualty. If Tenant remains in possession after expiration of the Term, Tenant agrees to yield up immediate and peaceable possession to Landlord, and if failing to do so, the Tenant shall pay the sum of two hundred and no/100 Dollars (\$200.00) per day, for the time such possession is withheld. The Landlord or its legal representative at any time after the expiration of the Term, without notice, to re-enter the Premises, and to expel, remove and put the Tenant or any person(s) occupying the said Premises, and to repossess and enjoy the Premises against as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants. The Tenant expressly agrees that the Landlord does NOT have to bring a forcible entry and detainer action in the Circuit Court of Cook County for possession rights, if the Tenant is a holdover tenant or defaults on its obligations to pay rent, Paragraph

18. **ASSIGNMENT AND SUBLETTING.** This Lease shall not be assignable, unless the Landlord has issued prior written consent.

19. **SEVERABILITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Lease nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20. **GOVERNING LAW AND TIME LIMITATION.** This Lease shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation of the provisions of this Lease shall be resolved exclusively by the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. The parties hereby waive trial by jury.

21. **NOTICES.** Notices sent to the Landlord, should be mailed to the address set forth in Paragraph 1(a) of this Lease and notice to the Tenant should be mailed to the address set forth in Paragraph 1(b) of this Lease. A mailed notice must be sent via certified mail, return receipt requested and effective three (3) business days after deposit in the U.S. Mail. Notice given by personal delivery is effective upon delivery.

If to the City:
Evanston Public Library
Attn: Karen Danczak Lyons, Library Director

1703 Orrington Avenue
Evanston, IL 60201
Fax: 847-866-0313

With a copy to:
City of Evanston Law Department
Attn: W. Grant Farrar, Corporation Counsel
2100 Ridge Avenue, Room 4400
Evanston, IL 60201
Fax: 847-448-8093

If to Tenant:
Workforce Board of Northern Cook County:
2604 E. Dempster, Suite 305
Park Ridge, IL 60068
Fax: 847-699-9155

IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Lease to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective parties.

THE CITY OF EVANSTON

By: Wally Bobkiewicz
Its: City Manager

Print Name: Wally Bobkiewicz

WORKFORCE BOARD OF COOK COUNTY

By: Jennifer Stasch
Its: EXECUTIVE DIRECTOR

Print Name: JENNIFFER STASCH

Approved as to form:
W. Grant Farrar
W. Grant Farrar
Corporation Counsel