

## LEASE AGREEMENT

This Lease Agreement is made as of May 10, 2021, by and between the Champaign- Urbana Public Health District, body corporate, hereinafter called Lessor, and the County of Champaign, a body politic and corporate, hereinafter called Lessee, in consideration of the following representations and mutual covenants and conditions and pursuant to authorization from the governing bodies of the parties.

- 1 Lessee is a unit of local government. The Champaign County Children's Advocacy Center is a county agency. The Children's Advocacy Center will occupy the leased premises. The Children's Advocacy uses personnel working in the fields of child protective services, law enforcement, prosecution, victim advocacy and medical and mental health to investigate cases of suspected child abuse and serious physical abuse.
- 2 The space being leased hereunder, hereinafter called the leased premises, shall consist of the area designated as Suite 1 (3030 sq. ft) at the facility of the Champaign-Urbana Public Health District, 201 West Kenyon Road, Champaign, Illinois, which is incorporated herein.
- 3 This Lease Agreement shall be for the period beginning on July 1, 2021. The period shall end at the end of the day on June 30, 2022.
- 4 At the expiration of the lease term of June 30, 2022, this Lease Agreement may be renewed annually for a renewal period of one year beginning on July 1 and ending at the end of the day on the following June 30. Lessee shall give written notice of renewal to Lessor not later than May 1 next preceding the beginning of the renewal period. If May 1 falls on a weekend or holiday, written notice shall be given not later than the next day after June 1 on which the office of the Lessor is open for regular business. Notice shall be timely if mailed with proof of mailing or delivered to the office of the Lessor by the specified date.
- 5 Rent for the initial period shall be \$1922.85 and shall be paid monthly in advance of the first day of that month.
- 6 The Lessee shall pay to the Lessor the sum of \$237.23 per month for utilities in consideration of which the Lessor will provide heat, air conditioning, electricity for normal office use, hot and cold water and sewer service for normal office use. The payment for utilities shall be paid in the same way and at the same time as the monthly rent. The Lessee will also pay \$58.00 for common area maintenance services.
- 7 The Lessor shall be responsible for paying to any other unit of government any user fee related to the utilities provided to the Lessee.
- 8 In the event any taxes become due in relation to the leased premises as a result of the activities of the Lessee, but not including user fees related to the utilities provided to the Lessee, payment of these taxes is the obligation of the Lessee.
- 9 The Lessee shall be responsible for its signage. The written approval of the Lessor

shall be required for any signs which the Lessee erects or displays outside the building or visible from outside the leased premises.

- 10 The Lessee shall be permitted to use the leased premises for the purposes set forth herein. The Lessee shall not use the leased premises for any unlawful purpose. The Lessee shall not allow any unlawful activity to occur on the leased premises.
- 11 The Lessee shall have reasonable use of the parking lots for its staff, volunteers and visitors, subject to any restrictions set forth in this section. If the Lessor designates any specific parking lot spaces for its own use, the Lessor will post signs indicating such spaces are reserved and the Lessee shall not have the use of those particular spaces.
- 12 The Lessee shall have reasonable use of handicapped accessible doorway and passenger elevator in the commons area of the building in which the leased premises are located except s set forth otherwise herein.
- 13 The Lessee shall be permitted to remodel the leased premises at its own expense. The Lessee shall obtain first the written approval of the Lessor for the specific remodeling plans of the Lessee.
- 14 The Lessor shall be responsible for normal maintenance of the building and the electrical, heating, cooling, plumbing, and sewer systems and of the outside structure of the building and roof.
- 15 The Lessee shall be responsible for cleaning the leased premises and for repair of any damage caused by the staff, volunteers and visitors of the Lessee.
- 16 The Lessee shall provide to the Lessor keys to the leased premises so that the Lessor can enter the premises in case of emergency or for other lawful purposes.
- 17 (a) The Lessee shall be permitted to make use of the telephone wiring and computer network wiring which has been or is being installed by the Lessor for access from the premises. The Lessee may have modifications, additions or changes to the current telephone or network wiring made. However, these changes will be performed through or by the Lessor with any incurred cost to be the responsibility of the Lessee.
- 18 The Lessee shall provide signage at its sole expense on the leased premises informing its visitors that its services are being provided by the Lessee and not by the Lessor.
- 19 The Lessee shall comply with all statutes, ordinances and regulations as apply to its use of the facilities and to its operations and activities.
- 20 The Lessor shall maintain general liability insurance coverage on the premises with limits in at least the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate through the County's liability insurance policy. The Lessee shall have the Lessor designated as an additional insured on all insurance policies of the Lessor designated as an additional insured on all insurance policies of the Lessee that do or may provide coverage for the activities of the Lessee under the Lease Agreement. The Lessee shall furnish to the Lessor a certificate of insurance as to such liability insurance coverage in compliance with this provision.

- 21 The Lessee shall indemnify the Lessor against all claims and for reasonable attorney's fees and court costs and expenses for any claims against the Lessor as a result of the acts or omissions of the Lessee, its staff, volunteers and visitors.
- 22 Violation of any provision of this Lease Agreement by the Lessee shall constitute grounds for termination of this Lease Agreement by the Lessor.
- 23 Upon violation of any provision of this Lease Agreement by Lessee, the Lessor shall be entitled to pursue all or any combination of remedies provided by law.
- 24 The waiver by the Lessor of any violation of this Lease Agreement by the Lessee shall not constitute a waiver by the Lessor of any other or further violation of this Lease Agreement.
- 25
  - a. In the event of the renewal of this Lease Agreement by the Lessee, both rent and utility payments and charges for telephone service and computer access shall increase over the amount paid during the previous lease period by a percentage equal to the percentage increase in the Consumer Price Index (CPI) between the day of the beginning of the previous period and the day of the beginning of the renewal period. If a consumer price index number is not available for any such day, the number to be used shall be the number on the last preceding day on which it was available provided the CPI still is being published and calculated in the same way as at the effective date of the Lease Agreement.
  - b. CPI shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor, Bureau of Labor Statistics, for the Chicago, Illinois, subgroup All Items (1982-1984=100).
  - c. If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised, including without limitations, a change in the based index year, an adjustment shall be made by the Lessor in such revised index which would have been obtained if such CPI had not been revised. If the CPI shall become unavailable to the public because publication is discontinued, or otherwise, Lessor shall select a substitute index that most closely approximates the above referenced index, as reasonably determined by Lessor.
- 26 Not later than the last day on which the Lessee occupies the leased premises under the terms of this Lease Agreement, the Lessee shall remove all its personal property from the leased premises.
- 27 Upon termination of this Lease Agreement by expiration of the lease term or otherwise, the Lessee shall leave the premises in at least as good condition as when it took possession, normal wear and tear excepted.
- 28 The Lessee shall pay to the Lessor such reasonable attorney's fees and expenses and court costs as the Lessor may incur in any way in relation to this Lease Agreement or the termination of this Lease Agreement or in any action to recover possession of the premises or rent or other payment or in any other litigation or administrative

proceedings involving this lease, other than incurred by Lessor in the preparation of this Lease Agreement or of any amendments that may be considered or made.

- 29 The Lessee shall not assign or sublease this Lease Agreement to any person or organization without the written consent of the Lessor.
- 30 The Lessee shall not permit any mechanic's liens or other liens to become a lien against the Lessor or the subject facility of the Lessor.
- 31 In the event the premises become unusable for any reason not the fault of the Lessee, at the option of Lessor the Lessor may restore the premises or terminate this Lease Agreement.
- 32 This Lease Agreement may be amended only by an agreement in writing executed by the parties hereto.
- 33 This Lease Agreement constitutes the entire agreement and no oral statement made before, on or after that date of execution hereof shall affect the terms or be binding on the parties.
- 34 The present lease will terminate at the end of the day on June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first set forth above.

CHAMPAIGN-URBANA PUBLIC  
HEALTH DISTRICT

Lessor

By:

DocuSigned by:

*Andy Quarnstrom*

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Chairperson

Date:

5/11/2021

COUNTY OF CHAMPAIGN

Lessee

By:

DocuSigned by:

*Darlene A. Kloppel*

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County Executive

Date:

5/11/2021

ATTEST:

*Dawn Simmons* 5/14/2021

Champaign County Clerk and  
ex officio Clerk of the  
Champaign County Board