

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND THE
DUPAGE SENIOR CITIZENS COUNCIL FOR LEASE OF OFFICE SPACE AT
420 N. COUNTY FARM ROAD, WHEATON, ILLINOIS

THIS INDENTURE WITNESSETH: That the County of DuPage, (“County”), does hereby demise and lease unto the DuPage Senior Citizens Council (“DSCC”), (collectively the “Parties” and, sometimes, individually, a “Party”), the following described premises (“Leased Premises”):

The Premises are vacant space located immediately inside door 10 at 420 N. County Farm Road, Winfield, Illinois 60190, and include access to common restrooms, as shown on Exhibit A

To have and to hold said Leased Premises for the term of 48 months, unless the term shall be sooner terminated or amended, as hereinafter provided.

A. In consideration of the covenants of the County, The DSCC covenants and agrees:

1. Payment. To pay the County as rent for said Premises the sum of One Thousand Dollars and No Cents (\$1,000.00) per year. All payments shall be made payable to the County of DuPage, c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, with the total payment of \$1,000 being due on or before January 1 of each year.

2. Use and Occupancy. The DSCC shall use and occupy said Leased Premises for the functions of its organization, officers, employees, board members, vendors, guests, and invitees as described in Exhibit B of this Lease. Notwithstanding the completion date for said the improvements hereafter described, The DSCC’s occupancy of the Leased Premises shall commence on January 1, 2025 through December 31, 2028.

3. Improvements, Maintenance and Repair. The DSCC shall be solely responsible for undertaking, at the DSCC’s sole expense: a) any future improvements to the interior portions of the Leased Premises; b) any part of the Leased Premises damaged or broken (reasonable wear and tear excepted) by the DSCC’s acts or neglect, or that of its officers, employees, board members, vendors, guests, and invitees.

The DSCC shall not make additions or improvements to said Leased Premises, or change, replace or attempt repair of any flooring, walls, doors, glass, lighting or fixtures, without the County's prior written consent. All work on, to, on behalf of, or for, the Leased Premises, undertaken by the DSCC, directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by, and verified with, the Illinois Department of Labor pursuant to the Illinois Prevailing Wage Act (820 ILCS 130). The DSCC shall be solely responsible for ensuring that such work conforms to the requirements of the Illinois Prevailing Wage Act, including the receipt and retention of certified payroll records. The DSCC agrees to indemnify and hold the County harmless from and against all violations of said statute.

4. Insurance. Throughout the Term of the Lease, the DSCC shall obtain premises and liability insurance, at its own expense, in accordance with and subject to the following:

- a. The DSCC's insurance shall specifically name the "County of DuPage" as an additional named insured and shall be on a primary and non-contributory basis.
- b. The DSCC shall have the duty to provide County with copies of certificates of insurance required by County prior to the commencement of the Term or as soon thereafter as may be practicable, as well as renewal certificates of insurance within fifteen (15) days prior to the expiration of any insurance policy required.
- c. The DSCC shall maintain Workman's Compensation in the statutory amounts and a commercial (comprehensive) general liability insurance policy with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and shall contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the County as an additional insured and the DSCC as a named insured prior to said cancellation, material change, or refusal to renew the insurance policy.
- d. Insurance required by the DSCC shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to the County or may be satisfied by participation in a risk management group or self-insuring up to the specified amounts.
- e. All of the DSCC's third-party vendors entering onto the Leased Premises shall maintain Workman's Compensation insurance in statutory amounts; and further Employer's Liability and General Commercial Liability insurance in coverage amounts acceptable to the County which expressly name the "County of DuPage and its officers and employees" as an additional insured on a primary and non-contributory basis and include a waiver of subrogation endorsement. Such insurance shall only be issued by a company license to do business in Illinois. DSCC shall provide the County with copies of its vendor's Certificates of Insurance, as well as all applicable coverage endorsements prior to commencing any work on the Premises.
- f. Each Party agrees to waive subrogation for any claim(s) based on that Party's negligent or willful misconduct or omissions.

5. Indemnification. To the extent permitted by applicable law, each Party, (as the Indemnitor Class), agrees to indemnify and hold harmless the other Party, together with the other Party's respective officials, officers, employees, and agents (Indemnatee Class) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or directly related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of the and its officials, officers, employees, and agents (Indemnitor Class), but specifically excluding all matters and actions resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of any member of the Indemnatee Class. Any indemnity as provided in this Lease shall not be limited by reason of the enumeration of any insurance coverage herein provided. The DSCC's indemnification of the Indemnitor Class shall survive the termination, or expiration, of this Lease for two (2) years. The County does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or

otherwise available to it, or the Indemnitee Class, under the law. Nothing in this Agreement shall constitute a waiver of the County's right defend any suit through the selection and use of its own representatives.

6. Exterior Signage. At its sole expense, and in accordance with any applicable rules, regulations, ordinances, laws and statutes, the DSCC may install, erect, maintain and keep in good repair exterior signage identifying the Leased Premises as a DSCC facility. Exterior signage, provided by the DSCC, may be erected, installed and maintained. The County will review and approve exterior signage and signage location.

7. Sublet and Assignment. The DSCC shall not sublet the Leased Premises, in whole or in part, nor assign this Lease or any part thereof, without first obtaining the written consent of the County. At the expiration, or termination, of this lease, the DSCC shall surrender the Leased Premises to the County in as good of condition as at the Leased Premises was in on the date the DSCC took possession thereof, ordinary wear and tear, excepted.

8. Rules and Regulations. The DSCC, its agents or employees shall observe the "Rules and Regulations" set forth in Lease Exhibit C, whenever on, or within, the Leased Premises, which exhibit is attached and incorporated into this Lease.

9. Facility Services. The County shall be solely responsible for: a) custodial services necessary to keep the Leased Premises' interior areas clean, tidy and sanitary; b) lawn mowing, weed eradication and liter pick-up in the exterior areas adjacent to and around the exterior of the Leased Premises, c) replacing light bulbs, and d) snow and ice removal for all parking areas, access and circulation drives, loading areas, sidewalks and walkways on the Leased Premises e) Waste services, consistent with Exhibit A.

B. In consideration of the covenants of the DSCC, the County covenants and agrees:

1. Tenantable Condition. If said Leased Premises at any time during said Lease's term, are not in good tenantable condition due to any act or omission or neglect by the County, the County shall place said Leased Premises in such condition within a reasonable time after notice in writing by the DSCC and shall maintain the same in good tenantable condition during the term of this Lease, breakage or damage caused, or permitted, by the DSCC, or the DSCC's officers, employees, board members, vendors, guests, and invitees excepted. .

2. Utilities. Except in the event the DSCC obtains utility service exclusive to its use, the County shall provide for the following: (i) all electricity on the Leased Premises as may be reasonably required by the DSCC. The rental fee is based on estimated electrical usage by the DSCC; (ii) all heat and air conditioning for said Leased Premises, during all normal business days and hours, and as weather and temperature conditions require; (iii) all necessary fixtures and equipment for electricity, heat and air-conditioning.

C. The County and DSCC further jointly covenant and agree that:

1. Termination. Either Party may terminate this Lease early by giving at least one hundred twenty (120) days' written notice, which termination shall be deemed effective on the termination date stated in the written notice.

2. Public Disclosures. This Lease shall not be recorded. The DSCC agrees to timely execute organizational and, or, ownership disclosures that are, or may be, required under state law for contracts and leases of publicly owned properties, upon the County's request

3. Notices. Any required notice shall be in writing and delivered to the following addresses and parties:

To the DSCC:

DuPage Senior Citizens Council
Attn: Marylin Krolak
1900 Springer Drive
Lombard, IL 60148
Facsimile transmittal number:

To the COUNTY:

DuPage County Facilities Management Department
Attn: Deputy Director
421 N. County Farm Road
Wheaton, Illinois 60187
Facsimile transmittal number: (630) 407-5701

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. Notices may be sent by facsimile transmittal to the facsimile transmittal numbers designated above, or to different numbers following notice of such change. If notice is by facsimile transmittal, said notice shall be effective the day of delivery if sent on a business day (defined as Monday through and including Friday, except federal and state holidays) between 9:00 a.m. and 5:00 p.m., and the same notice is also simultaneously mailed via first class regular U.S. mail. Any facsimile transmittal transmitted other than on a business day between 9:00 a.m. and 5:00 p.m. shall become effective on the next business day following the transmittal.

4. Representations. The Parties each certify that they have authority to execute the Lease and to commit to all described covenants and perform under this Lease. Each Party further agrees that whenever it is required to conduct any review, or grant its consent or approval to any matter, that Party will not unreasonably withhold, condition, delay or deny such act.

5. Breach and Cure. In the event of any breach of the terms of this Lease, the non-breaching Party shall give notice to the breaching Party stating with particularity the nature of the alleged breach. The breaching Party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this Lease shall permit the other Party to terminate the Lease by giving the breaching Party thirty (30) day

notice of the non-breaching Party's intent to terminate this Lease in accordance. The failure of any Party to enforce any provision of this Lease shall not constitute a waiver by such Party of that or any other provision. The past waiver of a provision by either Party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

6. Parking. The Parties agree that maintenance responsibilities for the parking lot adjacent to the Leased Premises shall be completed by the County. Parking will be managed as mutually agreed by the Parties. In the event a mutual agreement cannot be reached, the County will dictate parking policies and procedures.

7. Governing Law. The laws of the State of Illinois shall govern this Lease as to both interpretation and performance. The venue for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this Lease, shall be the judicial circuit court for DuPage County.

COUNTY: COUNTY OF DU PAGE

By: _____
DEBORAH A. CONROY
COUNTY BOARD CHAIR

Date: _____

ATTESTED:

By: _____
JEAN KACZMAREK
COUNTY CLERK

Date: _____

DUPAGE SENIOR CITIZENS COUNCIL:

By: Signature on File

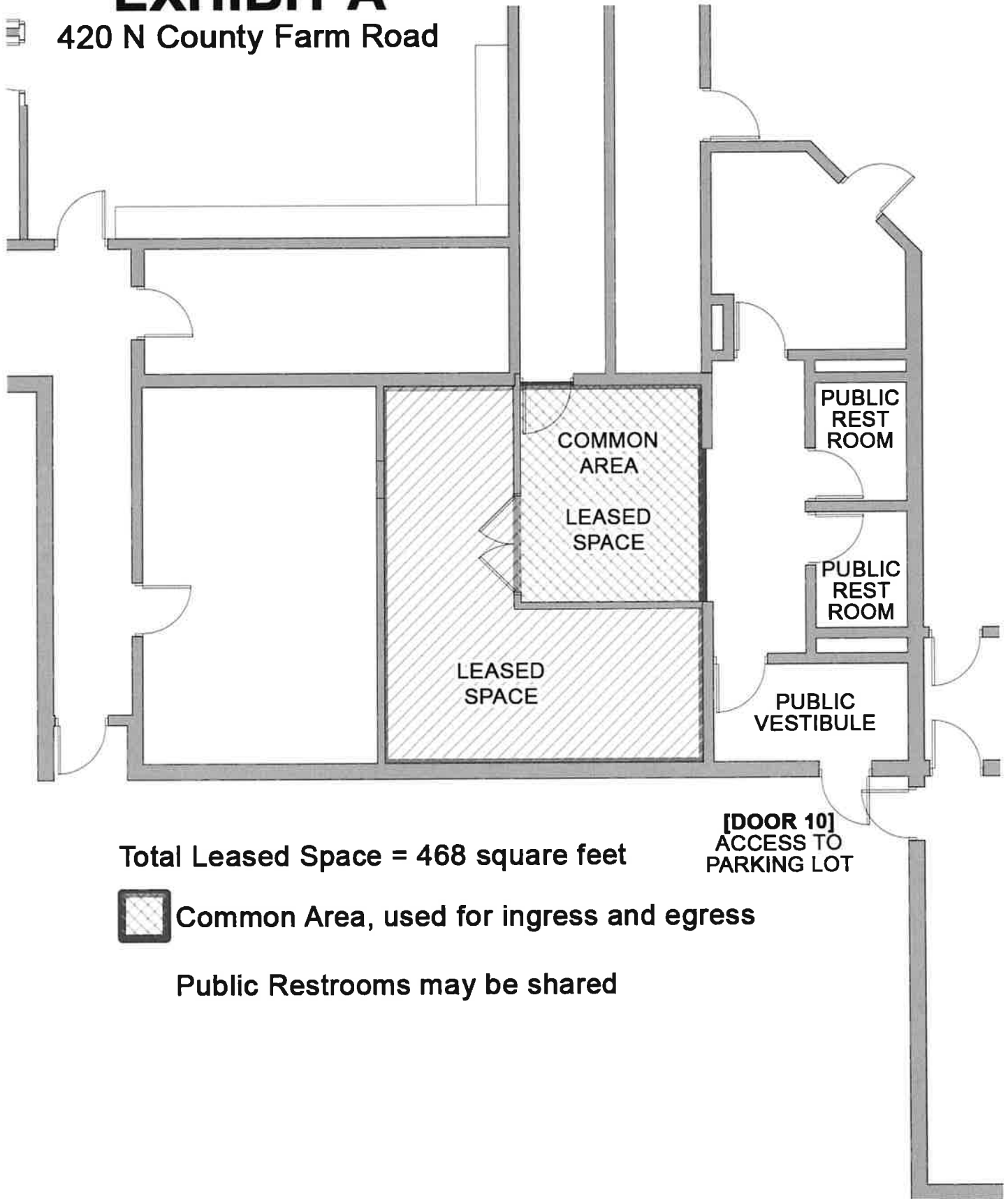
Marilyn Krolak
Executive Director

Date: 8-1-2024

ATTESTED or NOTARIZED by:

EXHIBIT A

420 N County Farm Road



Total Leased Space = 468 square feet

[DOOR 10]
ACCESS TO
PARKING LOT

 Common Area, used for ingress and egress

Public Restrooms may be shared

Exhibit B

This **Exhibit B** outlines the purpose and activities of the lease agreement made between the **DuPage Senior Citizens Council (DSCC)**, an Illinois not-for-profit corporation and the **County of DuPage** at the facility outlined in Exhibit A and located at 420 N. County Farm Road, Wheaton, IL 60187.

WHEREAS, **DSCC** has been funded through the Older Americans Act (OAA), the Illinois Department on Aging (IDOA), and the Northeastern Illinois Agency on Aging (AgeGuide), to provide meals in **County of DuPage**, Illinois; and

WHEREAS, **County of DuPage** owns a building at 420 N. County Farm Road, Wheaton, IL. 60187, and desires to make a facility available for lease to **DSCC** to stage and serve meals for delivery to persons 60 and older,

THEREFORE, in consideration of the mutual agreement hereinafter set forth and other goods and valuable consideration, **DSCC** and **County of DuPage** agree to the following:

A. **DSCC** shall:

1. Contract with a **DSCC** approved food management catering contractor for the preparation and delivery of meals that satisfy the standards of the Older Americans Act and the Illinois Department on Aging.
2. Employ and supervise **Location Site Manager(s)** who will have the following duties:
 - Oversee food service operations developed by **DSCC** for seniors over 60 as set forth by the OAA and per **DSCC** guidelines.
 - Use the facility and work from approximately **7:30 a.m. - 2:00 p.m.**, including clean-up time on those days the program operates (**Monday through Friday**),
 - Recruit, train, supervise and recognize vetted volunteers.
 - Oversee daily cleaning of kitchen/preparation areas to include, but not limited to sinks, countertops, refrigerator, freezer and tables.
 - Distribute information regarding nutrition and related health and wellness topics in cooperation with other agencies as time and resources permit. (Information made available shall not attempt to sell any service, or sign up any participants, with the exception being made for not-for-profit senior service agencies. Vitamins, mineral supplements or food additives shall not be advertised or endorsed in any way.).
3. Maintain appropriate personal property and general liability insurance coverage in the amounts required by the attached Lease Agreement to include liability arising out of the food service operations at the County of DuPage Facility. **DSCC** shall provide **County of DuPage** with a current Certificate of Insurance, evidencing such coverage, and naming County of DuPage as an additional insured.
4. Ensure the food service operations conducted by **DSCC** at the **County of DuPage** facility comply with the County of DuPage Health Department standards. Obtain and maintain any necessary Health Department licenses and provide copies to **County of DuPage** upon request.

5. Provide equipment as may reasonably be necessary for the serving of meals. DSCC will repair this equipment as needed.

B. County of DuPage shall:

1. Coordinate and cooperate with the **Location Site Manager(s)** and other **DSCC** staff to work effectively together for the enhancement of the programs for seniors.
2. Comply with all sanitation (not including food service) and fire inspection standards and submit reports to **DSCC upon request**.
3. Provide custodial services for windows, floors and washrooms; snow removal and custodial supplies as reasonably determined by **County of DuPage**.
4. Arrange for the provision of pest control services as needed, also, as reasonably determined by **County of DuPage**.
5. Maintain appropriate property and general liability insurance coverage for the premises and provide **DSCC** with a Certificate of Insurance, evidencing such coverage and naming **DCSS** as an additional insured.

C. A summary of the anticipated DSCC operation is below. This is subject to change only upon written agreement of the Parties.

It is understood by and between the parties that DSCC initiates, delivers, monitors, and coordinates services that promote the ability of older people to live their lives in dignity. Since 1975, DSCC has been providing services that help seniors live safely in their own homes and communities and provide them with the resources necessary to maintain their physical and mental well-being.

It is anticipated that only one DSCC employee will be working at the Leased Location, the site manager, while 6-8 volunteers will pick up meals needed for their delivery routes. Use of the site is expected to be light - just a few hours on weekday mornings.

DSCC shall not cook anything on site. DSCC will provide its own commercial grade food service equipment – including but not limited to a double-doored refrigerator, a warmer oven, and a small upright freezer, a small cart, and a small shelving unit.

The pre-packaged hot meals are expected to be delivered to the site each weekday (morning by DSCC's selected caterer). When the caterer reaches the site for delivery, DSCC shall observe any and all food safety precautions while transporting said meals, including but not limited to taking the warming oven out of the van, filling it there, and wheeling it back into the site.

Volunteers are anticipated to come into the space to clean and sanitize the carriers, and to fill them with the food items they need for the seniors on their route.

DSCC shall use its our own fully vetted, thoroughly back-ground checked, trained, and food safety certified volunteers and staff for these operations.

EXHIBIT C

RULES AND REGULATIONS

1. **SIGNAGE:** No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises without permission of the County. DSCC may affix information pertaining to the exterior of the Leased Premises, but only of such color, size and style of a material as shall be specified by the County in writing.
2. **FIRE SAFETY:** Smoking, burning of candles/incense, or an open flame for any reason is prohibited in the Leased Premises as is the use of aerosols and non-approved cleaning chemicals. Malfunctioning fire alarms, smoke detectors or sprinklers shall be promptly reported to DuPage County Facility Management.
3. **LOCKS AND KEYS:** No additional locks shall be placed upon any doors of the Premises and DSCC shall not permit any duplicate keys to be made, as all necessary keys will be furnished by the County. But if more than two (2) keys for any door lock are desired, the additional number must be paid for by the DSCC. Upon termination of this Lease, the DSCC shall surrender all keys for the Premises and pass cards for entry into the Leased Premises.
4. **DELIVERY/RELOCATION OF GOODS:** The County reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the Reservoir Building or to any other occupants or tenants in the building by taking in or putting out any safe or other heavy equipment, or from overloading the floor in any way, shall be paid for by the DSCC.
5. **SECURITY:** DSCC shall conform to security regulations as established by the County and the DuPage County Sheriff. The DSCC shall secure the Leased Premises whenever it is unoccupied. The County's Facility Management staff and security personnel may be permitted to keep copy of any key or pass key and shall be allowed admittance to the Leased Premises to respond to any emergencies and to permit security checks of the Leased Premises from time to time, provided that routine activities shall be scheduled and minimize disturbance of the DSCC's operations.
6. **ELECTRICAL INSTALLATIONS:** In the event DSCC desires and modification or change or addition to the Premises' telephone lines, telecommunications wiring, cable or electrical connections, the County may supervise and direct any DSCC-hired contractor regarding the location and manner of installation of wiring, conduits, cables, antenna or similar equipment. There shall be no boring, drilling or cutting into the Premises' walls without prior written consent of the County.
7. **WINDOW AREAS:** No shades, drapes or other window treatments (interior or exterior) may be installed without prior written consent of the County.
8. **OBSTRUCTIONS:** The DSCC shall not allow anything to be placed against or

near any glass in the Premises which diminishes the light in the halls or stairways, or that obstructs any means of egress.

9. THERMOSTATS: The DSCC shall not, nor shall it permit its employees or guests to, regulate the thermostats, and shall inform Facilities Management whenever a thermostat is not working properly or satisfactorily.

11. ANIMALS/BICYCLES: No animals shall be allowed in the Leased Premises, excepting specially trained "service" animals.

12. REVISED REGULATIONS: The County reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein.

13. [RESERVED.]

14. SELLING OF GOODS AND SERVICES: DSCC shall not utilize the Leased Premises for the commercial sale of any goods or services.

15. CANVASSING: The DSCC shall not, nor shall it permit its employees or guests to, canvass, solicit, or engage in any form of political activity within the Leased Premises.

16. [RESERVED.]