

**Lease Agreement Between City of Joliet and
Tri-County Auto Theft Taskforce for 815 Campbell St., Joliet**

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of March _____, 2025, by and between the City of Joliet, a municipal corporation and a unit of local government within the State of Illinois (hereinafter referred to as "CITY"), and the Tri-County Auto Theft Taskforce (hereinafter referred to as "TASKFORCE").

WHEREAS, the CITY and the TASKFORCE are authorized to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.);

WHEREAS, the CITY and the TASKFORCE desire to cooperate in leasing the property located at 815 Campbell in Joliet for the use of the TASKFORCE;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

LEASED PREMISES: The CITY hereby leases to the TASKFORCE, and the TASKFORCE hereby leases from the CITY, the property located at 815 Campbell in Joliet (the "Premises").

TERM: The term of this Agreement shall commence on April _____, 2025 and shall continue until the termination of the TASKFORCE in Ordinance 18561, unless terminated earlier in accordance with the provisions of this Agreement.

RENT: The TASKFORCE shall pay to the CITY rent in the amount of \$1 per year, payable in advance on the first day of each year.

USE OF PREMISES: The TASKFORCE shall use the Premises solely for the purpose of operating the Tri-County Auto Theft Taskforce and for no other purpose without the prior written consent of the CITY. Only individuals from the TASKFORCE or employees of the participating municipalities are allowed onto the premises.

MAINTENANCE AND REPAIRS: The TASKFORCE shall be responsible for interior maintenance of the Premises, including all necessary repairs and upkeep. The CITY shall be responsible for maintenance of the exterior of the Premises, including structural repairs.

UTILITIES: The TASKFORCE shall be responsible for all utility costs associated with the Premises.

INSURANCE: a. For purposes of liability and/or indemnification, personnel appointed as law enforcement officers to the TASKFORCE shall operate as employees of their own law enforcement agency while engaged in duties with the TASKFORCE. b. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (Chapter 820, ILCS 305/1, et. seq.) for personal injuries occurring to its officers while engaged in TASKFORCE activities.

LIABILITY AND INDEMNIFICATION:

- a. Cross-Indemnity. The Parties agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs, and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) negligent acts or omissions in

the operations or activities by the TASKFORCE by the indemnifying party or the employees, agents, contractors, licensees, tenants, and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease.

- b. The party seeking indemnification shall give the indemnifying party written notice of any claim which may give rise to an obligation to indemnify the other party within 60 days of its first receiving knowledge of such claim.
- c. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. d. Notwithstanding the above, neither party waives any right, defense, or immunity available to it under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

TERMINATION: Any party may withdraw from this Agreement thirty days after providing written notice of withdrawal to all other parties for any reason. This Agreement is approved through signatures of the parties and multiple signature pages may be used by various parties to ratify this Agreement.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

DEFINITIONS: For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. Structural Repairs: Refers to the maintenance and repair of the building's structural elements, including but not limited to the foundation, load-bearing walls, roof, electrical systems, plumbing systems, and any other components that are essential to the building's stability and integrity.
- b. Clean and Sanitary Condition: Refers to maintaining the property in a clean and sanitary condition and promptly reporting any maintenance issues that require repair.
- c. Emergency Repairs: Refers to the immediate contact with the emergency repair service provided by the landlord in the event of an emergency, such as a burst pipe or severe heating malfunction, and taking temporary measures to mitigate damage while waiting for professional repair.

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

CITY OF JOLIET:

TRI-COUNTY AUTO THEFT TASKFORCE:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____