

**MEMORANDUM**  
**OF**  
**LEASE AGREEMENT TERMINATION**

This agreement is made on the Effective Date (as defined herein) by and between Urbana School District #116 ("USD") and Community Health Improvement Center ("CHIC") and Champaign-Urbana Public Health District ("CUPHD") (collectively, the "Parties").

**The Parties Jointly and Voluntarily Acknowledge and Agree as Follows:**

1. The Parties previously entered (during September of 2004, and with an effective date of September 1, 2004) a "Lease Agreement" relating to areas commonly known and/or referred to as Room(s) 1100 in USD's high school attendance center located at 1002 South Race, in Urbana, Illinois (the "Premises"). A copy of said "Lease Agreement" is attached hereto as Exhibit A, and is fully incorporated herein by this reference.
2. Due to operational and/or organizational changes arising since the Lease Agreement originally arose, the Parties are no longer jointly and collectively using the Premises, nor have they been doing so since on or about July 01, 2018. ("Termination Date"). The parties jointly and voluntarily wish to acknowledge termination and expiration of the Lease Agreement as of the Termination Date.
3. The Parties, both collectively and in their individual capacities, hereby acknowledge and agree:
  - The Lease Agreement previously expired on the Termination Date, and/or (in the event any question regarding its ongoing efficacy is raised) it is hereby declared by the Parties to be fully and completely terminated as of the Effective Date of this agreement. Neither the Lease Agreement nor any of its terms shall have or remain binding upon any of the Parties, nor be of any further or additional force or effect in any manner whatsoever.
  - In the event CHIC and/or CUPHD currently maintain a presence within the Premises, they shall immediately remove themselves and all of their possessions from the Premises in accordance with the reasonable instructions of USD. CHIC and CUPHD shall each be responsible for repairing any damage or injury they cause while vacating the Premises.
  - USD may, upon execution of this Memorandum, utilize the Premises without any claim or demand of either CHIC and/or CUPHD to access or occupy the Premises.
4. Any future arrangements that may arise between or among some or all of the Parties hereto, and/or other entities affiliated or otherwise related to any or all of the Parties, regarding the future use of the Premises or similar property of USD shall be reduced to writing and memorialized via an independent written agreement.
5. This Agreement shall become effective on the latest of the dates set forth, below, under the signatures of the Parties (the "Effective Date").

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under the signatures of the Parties (the "Effective Date").

[Next]

**URBANA SCHOOL DISTRICT #116**

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COMMUNITY HEALTH IMPROVEMENT CENTER**

NAME: Tanya Andrick

BY: CEO

NAME/TITLE: CEO

DATE: 11.19.2019

**CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT**

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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2. Due to operational and/or organizational changes arising since the Lease Agreement originally arose, the Parties are no longer jointly and collectively using the Premises, nor have they been doing so since on or about 06/03/2019. ("Termination Date"). The parties jointly and voluntarily wish to acknowledge termination and expiration of the Lease Agreement as of the Termination Date.
3. The Parties, both collectively and in their individual capacities, hereby acknowledge and agree:
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{Next}

**URBANA SCHOOL DISTRICT #116**

**NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME/TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMMUNITY HEALTH IMPROVEMENT CENTER**

**NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME/TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT**

**NAME:** Andy Quarnstrom

**BY:**  \_\_\_\_\_

**NAME/TITLE:** Andy Quarnstrom, Board of Health Chair

**DATE:** 11/19/19

**EXHIBIT A: Lease**

## LEASE AGREEMENT

This Lease Agreement is made by and between URBANA SCHOOL DISTRICT NO. 116, An Illinois Municipal Corporation, hereinafter referred to as the "LESSOR", and the COMMUNITY HEALTH IMPROVEMENT CENTER, An Illinois Not-For-Profit Corporation, and the CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT, a Body Corporate.

### RECITATIONS

A. The Lessor is a public school district operated by its Board of Education, and it is entering into this Lease Agreement to encourage and promote student health care by making space available at its high school building facility for a health care center.

B. The Lessees are health care providers in the County of Champaign and the City of Urbana, and intend, pursuant to this Agreement, to provide the personnel and the necessary equipment and supplies to operate the health care center on the school premises.

C. The Parties understand that any health care provided students of the Urbana School District shall be done solely at the discretion and direction of the Lessees, their agents and representatives, subject to the applicable laws related to the confidentiality of student records and the requirement for prior parental consent for certain health care.

D. The Parties desire to make this Lease for the purposes described herein, and these recitations are made part of this Agreement.

THEREFORE, in consideration of the mutual promises and covenants herein given by each to the other, the sufficiency of which is acknowledged, the Parties identified above, do hereby make this Agreement under the following terms:

#### PREMISES:

1. The Lessor shall lease to the Lessees the following described premises:

The rooms at its high school building located at 1002 South Race, Urbana, Illinois, which rooms are identified as Rooms No. 1100 on the first floor of said facility.

TERM:

2. This Lease shall be on a year-to-year basis beginning on September 1, 2004. The Lease shall end upon the Lessor giving to the Lessees a written notice of termination at least ninety (90) days in advance of the termination date, unless the Lease is otherwise terminated because of a breach of its terms by one of the Parties. In the event of a breach, the Lease shall be terminated under the specific terms herein. Absent a breach of the Lease, notice of termination shall not be given prior to May 15, 2005.

CONSIDERATION:

3. The consideration given by the Lessees to support this Lease is the health care services to be provided the students of the School District and the other promises made herein in performance of this Agreement. The Board of Education recognizes that healthier students make for a better educational environment, benefits attendance, and facilitates students being in a better position to learn and enjoy the school experience. The consideration given by the Lessor is to make the appropriate space available in a condition that allows for the operation of a student health care facility. Further consideration is given by the Lessor in making ancillary services available as described herein.

USE:

4. The Lessees shall use the premises to operate a health care center for only the students of the School District. If it becomes necessary to furnish health care services to immediate family members, defined as parents, guardians, foster parents or siblings of the student, in order to appropriately care for the student, the Lessees representatives may do so. No services are to be given to other community members. Any other use or giving of services must be given prior consent in writing by the Lessor. In the use of the premises, the Lessees shall not in any way interfere with, or adversely affect, the School District's educational program or its use of its premise for this purpose.

UTILITIES:

5. The Lessor shall be responsible for the repair, maintenance, and operational costs of electrical, heating and air conditioning utilities for the leased premises. The Lessees shall likewise be responsible for any telephone and cable television utilities.

MAINTENANCE:

6. The Lessor shall furnish general janitorial services for the premises. The Lessees, however, shall be responsible for the

maintenance of their equipment, supplies, and other property items particularly used in providing health care services. Any special cleaning supplies and materials needed to maintain Lessees' property shall be furnished by Lessees.

WASTE DISPOSAL:

7. The Lessor shall furnish, at their expense, garbage/waste disposal services to the premises. The Lessees shall be responsible for the disposal of bio-hazardous type wastes at their expense, using a reputable bio-hazardous waste hauler of their choosing.

EQUIPMENT AND SUPPLIES:

8. The Lessees shall furnish and maintain all of the equipment, supplies, and inventory needed to provide the health care services of the student health center. The equipment, supplies, and inventory shall meet all of the standards required by law, including federal and state regulations. The Lessor shall not be required to, but may voluntarily supply furnishings, accessories, and ancillary equipment to the health center. If the same is furnished, the Lessor shall maintain what it supplies to the health center.

ALTERATIONS AND SUBLEASE:

9. The Lessees shall not make any physical alterations to the premises without the prior written consent of the Lessor. Further, the Lessees shall not sublet the premises, or assign their interest in this Lease, without the prior written consent of the Lessor.

COMPLIANCE:

10. In operating, and providing services to, the health care center, the Lessees shall employ, or contract with, persons who are properly qualified, licensed, and certified to provide the services they are directed by the Lessees to give those persons seeking and/or receiving care from the health center. Also, the Lessees shall at all times comply with applicable federal, state and local laws, regulations, and ordinances while operating the health center, including, but not limited to: the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPPA), 45 CFR Parts 160 and 164; Family Education Rights Privacy Act (FERPA), 20 USC 1232g; Illinois School Students Records Act (ISSRA), 105 ILCS 10/1 et seq.; Individuals With Disabilities Education Act (IDEA), 20 USC 1400 et seq.; and, Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1 et seq. Further, the Lessees shall comply with any directions or requests of the Lessor with respect to the necessity for parental consents and the confidentiality of student records.



DAMAGE TO PREMISES:

11. Should the premises be damaged by fire or other casualty, the Lessor shall immediately undertake repair of the premises: (1) if and when insurance funds become available to repair the premises to substantially the same condition they were in prior to the casualty; and (2) so long as less than fifty percent of the premises are damaged by the casualty. In the latter situation, if more than fifty percent of the premises are damaged, both parties shall have the option to terminate this Lease by giving the other written notice. The Lessees shall give said notice within sixty (60) days of the incident, and the Lessor shall give notice within one hundred twenty (120) days. This time limit may be extended by mutual agreement.

LESSOR'S COOPERATION:

12. In order to better serve the students of the District, the Lessor will, through its staff (primarily school nurses, social workers, and administrators) recommend students for care and services at the health care center. If at any time the Lessor's employees are, in cooperation with and at the direction of the Lessees, providing services to the students so recommended, or otherwise receiving services from the Center, the Lessees shall provide liability insurance coverages for the Lessor's employees. It is understood that when making recommendations, or otherwise cooperating with the Lessees, the Lessor's employees must comply with Lessor's policies and directives, and the law, with respect to student confidentiality and parental consents.

HOURS OF SERVICE:

13. The Parties shall mutually agree on the hours the health center will be open to provide services. The Lessees shall be given access to the premises to provide services during the hours agreed upon. The Lessee shall designate in writing the names of its employees who are to be given keys to the premises when it is necessary to enter the premises when the school building will otherwise be closed. These employees shall be the only ones who are to have a key. Persons who are receiving services, and therefore have access to the premises at hours when the school building is otherwise closed, shall be supervised by the Lessees so that their access is only to the leased premises.

INDEMNITY:

14. The Champaign-Urbana Public Health District shall indemnify and hold harmless the Lessor and its employees, agents and Board members against and from any and all claims arising from the acts or omissions of the Champaign-Urbana Public Health District's agents, representatives, contractors and employees

while operating the health care center. The Community Health Improvement Center shall indemnify and hold harmless the Lessor and its employees, agents and Board members against and from any and all claims arising from the acts or omissions of the Community Health Improvement Center's agents, representatives, contractors and employees while operating the health care center.

In the same manner and to the same extent, the same indemnity is given by the Lessor to the Lessees for any claims arising out of the acts or omissions of the Lessor's employees, agents or representatives unless said persons are acting pursuant to the direction of the Lessees.

INSURANCE:

15. During the term of this Agreement, the Parties shall maintain insurance coverages as described in this paragraph. The Lessor shall maintain its present insurance coverage for fire and other casualty to the premises; liability coverage for its employees, agents and representatives, and worker's compensation insurance for its employees. The insurance policy or policies, where applicable, shall show the Lessees as additional insured parties.

Likewise, the Lessees shall maintain fire and casualty insurance on their own property on the leased premises (to be the primary coverage); liability insurance in the minimum of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate; and workers' compensation insurance for its employees. The insurance policies, where applicable, shall show the Lessor as an additional insured party.

Copies of said insurance policies shall be furnished by each party with the proper endorsements prior to the effective date of this Lease Agreement.

NOTICES:

16. Written notices required under this Lease Agreement shall be given by first class mail or personal delivery to the addresses and designated representatives of each party as shown below. Notice shall be given of any change of address within ten (10) days of the change.

Urbana School District No. 116  
c/o Gene Amberg  
205 North Race  
Urbana, IL 61801

Community Health Improvement Center  
c/o Barbara Dunn  
1314 N. Main  
Decatur, IL 62526

Champaign-Urbana Public Health District  
c/o Dave King  
710 N. Neil St.  
Champaign, IL 61824-1488

**DEFAULT:**

17. Should there be a default in the performance of the terms of this Agreement, the non-defaulting party shall give written notice to the defaulting party or parties describing the default. The defaulting party shall have seven (7) working days to correct the default, unless the default is one which presents an immediate health risk to persons either receiving care services or performing care services. In this event, the defaulting party shall cease exposing persons to the risk immediately, except to the extent they are needed to remedy the health risk; and correct or remove the risk as soon as reasonably possible, considering the nature of the problem. If the default is not corrected within time limits described herein, the non-defaulting party may give written notice to terminate the Lease immediately or on a given date selected solely at its discretion.

Failure to give notice of a particular default does not waive a party's right to give in the future a notice of default for other defaults.

**WITHDRAWAL:**

18. If one of the Lessees is unable or ceases to provide services in the manner envisioned by the Parties at the inception of this Lease, the Lessor shall have the discretion to terminate this Lease upon thirty (30) days notice.

**AUTHORITY:**

19. It is understood that each of the Parties is governed by a Board whose action is required to approve this Agreement. The Parties acknowledge and represent that the representatives for each have been given the authority by the respective governing boards to sign this Agreement on behalf of the party.

TITLES OF PARAGRAPHS:

20. The marginal titles of paragraphs herein are for convenience only, and do not define, limit, or construe the contents of the paragraph.

EFFECTIVE DATE:

21. The effective date of this Lease shall be September 1, 2004.

IN WITNESS WHEREOF, the authorized representatives of the respective parties have understandingly signed this Agreement for the reasons and purposes stated herein.

LESSOR:

URBANA SCHOOL DISTRICT #116,  
An Illinois Municipal  
Corporation

By: *Glumbeg*  
Its Authorized Representative

Date 9/29/04

LESSEES:

COMMUNITY HEALTH  
IMPROVEMENT CENTER, An Illinois  
Not-For-Profit Corporation

By: *Barbara*  
Its Authorized Representative

Date 9/29/04

CHAMPAIGN-URBANA PUBLIC HEALTH  
DISTRICT, A Body Corporate

By: *Dave K*  
Its Authorized Representative

Date 9/13/04