

EXHIBIT 1

Form of License Agreement

[Attached]

LICENSE AGREEMENT

This LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of the Commencement Date (as defined in Section 2 below) by and between MILLENNIUM PARKING GARAGES LLC, a Delaware limited liability company (“**Licensor**”), and CITY OF CHICAGO, an Illinois municipal corporation (“**Licensee**”).

RECITALS:

A. Licensor leases the Grant Park North parking garage located at 25 North Michigan Ave and Millennium Lakeside parking garage located at 6 South Columbus Drive, each in Chicago, Illinois (together, the “**Facility**”), pursuant to an agreement (the “**Concession Agreement**”) with the City of Chicago (“**Owner**”).

B. Licensee would like to use a portion of the Facility to park and charge vehicles.

C. Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license to so use a portion of the Facility, in accordance with the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, duly authorized and intending to be legally bound, agree as follows:

(a) **INCORPORATION OF RECITALS.** The above recitals are true and correct and are hereby incorporated into and shall constitute a part of this Agreement.

2. TERM. The term of this Agreement shall be for one year commencing on January 1, 2025 (the “**Commencement Date**”), provided, however, the term of this Agreement shall be automatically extended each year for an additional year, unless either part gives notice of their intent not to renew no later than November 30th of each year (the “**Term**”), unless terminated earlier as provided in this Agreement; provided that the Term, as extended, shall not extend past December 31, 2028. Licensee shall remove all its vehicles and trade fixtures, equipment and appliances from the Facility on or before the last day of the Term.

3. GRANT OF LICENSE. Licensor hereby grants to Licensee an exclusive irrevocable (except as expressly provided in Section 12 of this Agreement) license to use no less than two and no more than ten spaces and EV chargers at Grant Park North Garage, and no less than five and no more than thirty spaces and EV chargers at Millennium Lakeside Garage, as such spaces are designated by Licensor, with the number of spaces being used can be increased or decreased by the Licensor and Licensee in writing (email being sufficient) effective the first day of the following month, subject to an increase in the License Fee per each additional space) (together, the “**Licensed Area**”), on a twenty-four (24) hours per day, seven (7) days per week (subject to any unforeseeable events beyond Licensor’s control) basis. The parties acknowledge that no property interest in the Facility is being conveyed, transferred or assigned, and Licensee accepts the use of the Licensed Area in its “as is” condition. Licensee’s rights and duties hereunder may not be assigned, delegated or subcontracted, and Licensee shall not place any signage or equipment at the Facility (other than as expressly set forth herein), without Licensor’s prior written consent, which consent may be withheld in Licensor’s sole discretion. Notwithstanding the foregoing, Licensee shall be allowed to erect signage at the Facility, as approved by Licensor, which shall be limited to the identification of Licensee’s parking spaces or

directional signage to direct invitees to Licensee's parking spaces. In addition to Licensee's authorization to use the Licensed Area as permitted under this Agreement, Licensee shall also be entitled to the add-on services specified on Exhibit A to this Agreement (the "Add-Ons").

4. LICENSOR'S COMPENSATION. Licensee hereby agrees to pay Licensor, or its designated parking management company, a monthly rate of \$255.00 per parking space at Grant Park North Garage, net of taxes, multiplied by the number of agreed-upon parking spaces and a monthly rate of \$190.00 per parking space at Millennium Lakeside garage, net of taxes, multiplied by the number of agreed-upon parking spaces without regard to whether Licensee utilizes any or all of such parking spaces during such month, plus the fees designated in Exhibit A for the Add-Ons (the "**License Fee**") for use of the Licensed Area for the duration of the Term. The License Fee shall be due and payable via automated clearinghouse payment (ACH) by the first day of each month in advance. The License Fee is due on a full-month basis and cannot be prorated for any reason whatsoever except for (a) the first month if the Commencement Date is not the first day of a calendar month, and/or (b) the last month if Licensor terminates this Agreement on any day other than the last day of such month and such termination is not due to Licensee's breach of this Agreement. Once Licensee pays the License Fee for any month and enters the Facility, the License Fee is non-refundable. Licensee shall also pay the then-current public parking rates in effect at the Facility for use of any parking spaces outside of the Licensed Area. The License Fee shall increase by 3% of the License Fee payable for the prior year on January 1, 2026 and January 1 of each subsequent year during the Term.

5. PARKING TAXES. The License Fee is exclusive of parking taxes. Licensee shall be responsible for payment of the parking taxes, if any, assessed by the State of Illinois, City of Chicago, Cook County and any other governmental authority. On the first day of each month, Licensee shall pay any parking taxes due and owing for the Licensed Area to Licensor, and Licensor remit such taxes to the relevant taxing authority.

6. USE OF THE FACILITY. Licensee shall use the Facility solely for the purpose granted herein. Licensee hereby agrees to perform the following duties:

- (a) Promptly notify Licensor of any damage, however caused, to the Facility. If such damage was caused by Licensee's employees, subcontractor or invitees, Licensee shall reimburse Licensor upon written demand for reasonable repair costs.
- (b) Promptly notify Licensor of any pedestrian or vehicular collisions or other incidents even if all vehicles and/or parties involved are affiliated with Licensee.
- (c) Maintain the Licensed Area in a clean and orderly condition and use reasonable diligence in the care, protection and maintenance of the Licensed Area. Licensee agrees to promptly dispose of all materials and substances used by Licensee in utilizing the Licensed Area, in accordance with all applicable laws, and under no circumstances shall any such materials or substances be stored or disposed of at the Facility.
- (d) Not do any act that shall, in any way, (i) void or increase the cost of Licensor's insurance, (ii) encumber Licensor's title to, or interest in, the Facility, (iii) constitute a nuisance, (iv) jeopardize the public safety or violate the Concession Agreement, (v) overload the weight capacity of the Facility, or (vi)

use, sell or distribute alcohol or illegal drugs or permit any nudity at the Facility.

- (e) Not make any alterations or improvements to the Facility. Licensee, at its sole expense, will be permitted to install fencing around the Licensed Area, subject to the approval of Licensor. Licensee's fencing will not be allowed to interfere with traffic flow or access to other parking spaces in the Facility.
- (f) Pay to any applicable third parties any and all sales, use, excise, occupancy, gross receipts taxes or charges that may become due solely by reason of Licensee's use of the Facility.
- (g) Procure, at its sole cost and expense, any licenses or permits necessary for Licensee's use of the Facility. Licensee agrees to reimburse any penalties, fines, assessments or any other charges levied upon Licensor as a result of any failure by Licensee to secure, or abide by the terms of, any such license or permit.
- (h) Provide any safety and/or security personnel and equipment related to Licensee's use of the Facility. Licensee shall not look to Licensor to pay for any damage to its equipment or any other personal property.

7. COMPLIANCE WITH APPLICABLE LAWS. Licensee agrees to comply with all federal, state and local laws, rules and regulations while conducting its operations at the Facility, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and any other federal, state or local statutes and ordinances, including all amendments thereto, replacements thereof, any rules, regulations or orders adopted and issued pursuant thereto, and any judicial or administrative interpretations thereof. When washing vehicles, Licensee agrees to only use bio-degradable detergent and that it will not use degreaser or other harsh chemicals.

8. COMPLIANCE WITH RULES. Licensee agrees for itself and on behalf of its employees, independent contractors and invitees to abide by all rules and regulations now or hereinafter in effect pertaining to use of the Facility. Any violation of any such rules shall be grounds for immediate termination of this Agreement.

9. INDEMNITY. Except to the extent of Licensor's or its employees', contractors' or agents' gross negligence or willful misconduct, Licensee shall defend, indemnify and hold harmless, Licensor, the Chicago Park District, the Licensor's parking management firm, its asset manager firm and any company providing management services to Licensor, and their respective employees, agents, directors, officers, representatives, affiliate entities, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all costs, expenses (including, without limitation, reasonable attorney fees), liabilities, damages, losses, fines, judgments, claims, actions, lawsuits or demands incurred by or asserted against any one or more of the Indemnified Parties by reason of Licensee's breach of any covenant, term or other provision of this Agreement or by reason of injury to, or death of, any person or damage to any property caused, or alleged to be caused, by the acts, omissions, negligence or misconduct of Licensee or its employees, agents, subcontractors or invitees. Except to the extent of Licensee's or its employees, contractors' or agents' gross negligence or willful misconduct, Licensor shall defend indemnify and hold harmless Licensee from and against any and all costs, expenses (including, without limitation, reasonable attorneys' fees),

liabilities, damages, losses, fines, judgements, claims, actions, lawsuits or demand incurred by or asserted against Licensee as a result of Indemnified Parties' gross negligence or willful misconduct. The indemnity obligations in this Section 9 shall survive expiration or termination of this Agreement and shall not be limited by any insurance carried or required to be carried by Licensee hereunder.

10. LICENSEE'S INSURANCE. The City is self-insured for worker's compensation and comprehensive general liability as it relates to the City Use at the Property.

11. LICENSEE'S EMPLOYEES. Licensee's personnel are, and shall at all times remain, employees or contractors of Licensee, and Licensee shall exercise complete control over their conduct and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance. Licensee's employees and contractors shall, at all times, act in a professional and courteous manner at the Facility.

12. TERMINATION. Licensors may terminate this Agreement or require Licensee to suspend its use of the Facility in the event Licensee breaches any covenant, term or other provision hereunder and fails to promptly cure such breach after thirty (30) days' prior written notice from Licensors for a monetary breach and fifteen (15) days' prior written notice from Licensors of a non-monetary breach.

13. INDEPENDENT CONTRACTOR. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by Licensors other than as expressly provided herein.

14. NOTICES. Any notices required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To Licensors: Millennium Parking Garages LLC
Attn: Issac Riggs
c/o Next Parking, LLC
5215 Old Orchard Road, Suite 880
Skokie, IL 60077

with a copy to (which shall not constitute notice):

Fox Swibel Levin & Carroll LLP
Attn: Margaret M. Anderson
200 West Madison Street, Suite 3000
Chicago, IL 60606

To Licensee: City of Chicago
Dept. of Fleet & Facility Management (2FM)
2 North LaSalle St., Suite 200
Chicago, Illinois 60602
Attn: Merit Solis, Assistant Commissioner

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

15. INTERPRETATION. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Neither party shall be deemed the drafter of this Agreement, and nothing herein shall be construed against either party due to the drafting hereof.

16. ENTIRE AGREEMENT. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by a signed written agreement between the parties.

17. FACILITY MAINTENANCE. Except to the extent of Licensee's express obligations under this Agreement, Licenser shall be responsible for all other repairs, maintenance, and replacements to the Facility, and Licenser shall keep the Facility, and access thereto in good condition, working order, and repair during the Term. Licenser reserves the right to access the Licensed Area at all times as may be reasonably necessary for the operation, maintenance and upkeep of the Facility.

18. INTERRUPTION OF USE/ACCESS. Notwithstanding anything in this Agreement to the contrary, in the event that Licensee is unable to access or use the Licensed Area for its intended purposes for a period in excess of five (5) consecutive days, as a result of any action or omission of any Indemnified Party, all License Fees and other amounts payable to Licenser hereunder by Licensee shall be abated commencing on the date Licensee was first unable to access or use the Licensed Area and ending on the date Licensee may again use or access the Licensed Area.

19. ATTORNEYS' FEES. In the event that either party hereto should (a) retain legal counsel and/or institute any suit against the other for violation of this Agreement or to enforce any of the covenants or conditions herein, or (b) intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to its costs, expenses and reasonable fees of its attorney(s) in connection therewith, but solely to the extent ordered by a court of competent jurisdiction. The rights in this Section 19 shall survive termination or expiration of this Agreement.

20. CONDEMNATION/DAMAGE. In the event of damage, destruction or eminent domain takings which render the Licensed Area no longer useful for the purpose intended, Licenser may terminate this Agreement by giving written notice to Licensee.

21. MISCELLANEOUS.

- (a) Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result, but rather shall remain in full force and effect.

- (b) This Agreement is made under the laws of the State of Illinois, and any disputes that arise under or related to this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles.
- (c) This Agreement may be executed and delivered by facsimile and/or an electronic image in PDF format and in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document.
- (d) Licensee shall not record this Agreement in any public records.
- (e) Licensors and Licensee each warrant and represent to the other that neither party hereto has had any dealings with any broker, agent, or finder relating to this Agreement, and each party agrees to indemnify, defend, and hold the other party harmless from and against any claim for brokerage commissions, compensation, or fees by any broker, agent, or finder in connection with this Agreement resulting from the acts of the indemnifying party.
- (f) The additional provisions set forth in Exhibit B hereto are incorporated by this reference.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this instrument as of the Commencement Date.

Millennium Parking Garages LLC

City of Chicago,
an Illinois municipal corporation and home rule
unit of government

By: _____
Name: Issac Riggs
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

EXHIBIT A
Add-Ons

Unlimited EV charging at a monthly rate of \$130 per vehicle at the Facility, net of taxes for every space within the Licensed Area that has an EV Charging Station.

EXHIBIT B

1. **Insurance.** Lessor shall procure and maintain at all times during the Term the insurance coverages and requirements set forth in the Concession Agreement.
2. **Conflict of Interest and Governmental Ethics.**
 - (a) **Conflict of Interest.** No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.
 - (b) **Duty to Comply with Governmental Ethics Ordinance.** The City and Lessor shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.
3. **Business Relationships.** Lessor acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Lessor hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.
4. **Patriot Act Certification.** Lessor represents and warrants that neither Lessor nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Lessor that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Lessor, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

5. Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Lessor agrees that Lessor, any person or entity who directly or indirectly has an ownership or beneficial interest in Lessor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Lessor's contractors (i.e., any person or entity in direct contractual privity with Lessor regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Lessor and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to the Mayor's political fundraising committee (a) after execution of this Lease by Lessor, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the Term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Lessor represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Lessor, or the date Lessor approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

Lessor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fundraising committee.

Lessor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Lessor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Lessor intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which Lessor is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for

materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

- (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (ii) neither party is married; and
- (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (v) two of the following four conditions exist for the partners:
 - (1) The partners have been residing together for at least 12 months.
 - (2) The partners have common or joint ownership of a residence.
 - (3) The partners have at least two of the following arrangements:
 - (A) joint ownership of a motor vehicle;
 - (B) joint credit account;
 - (C) a joint checking account;
 - (D) a lease for a residence identifying both domestic partners as tenants.
 - (4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

6. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, Lessor warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Lessor's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Lessor's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect Lessor's eligibility for future contract awards.

7. Failure to Maintain Eligibility to Do Business with the City. Failure by Lessor or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Lease and the transactions contemplated thereby. Lessor shall at all times comply with Section 2-154-020 of the Municipal Code.

8. Cooperation with Office of Inspector General. It is the duty of Lessor and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Lessor represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Lessor will inform its Contractors and Subcontractors of this provision and require their compliance.

9. 2014 Hiring Plan Prohibitions.

- (a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- (b) Lessor is aware that City policy prohibits City employees from directing any individual to apply for a position with Lessor, either as an employee or as a subcontractor, and from directing Lessor to hire any individual as an employee or as a subcontractor. Accordingly, Lessor must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Lessor under this Lease are employees or subcontractors of Lessor, not employees of the City. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Lessor.
- (c) Lessor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- (d) In the event of any communication to Lessor by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, Lessor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Lessor will also cooperate with any inquiries by OIG Hiring Oversight.