

This Agreement will be posted on the CPS website.

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois**

FACILITIES USE LICENSE AGREEMENT

BOARD OF EDUCATION OF THE CITY OF CHICAGO

This Facilities Use License Agreement (“License”) is made by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois on behalf of Kennedy-King College (hereinafter “Licensor”), a body politic and corporate, and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools located at 42 W. Madison Street, Chicago, IL 60602 (“Licensee” or “CPS”).

RECITALS

- A. WHEREAS,** Licensor has the authority to license the premises described below; and
- B. WHEREAS,** Licensee desires to be granted a license to use the described premises as provided herein.

TERMS

In contemplation of the relationship to be established, and for good and valuable consideration, the parties agree as follows:

1. Premises.

- 1.1 Licensor licenses to Licensee, certain space located at Kennedy-King College (“College”) and further described in Exhibit A (“Premises”), and the purpose of using the space described in Section 3. All recitals and exhibits referenced herein are incorporated into this License.
- 1.2 Licensee understands that Premises are part of an educational institution whose primary function is the education of the students. Therefore, all terms and conditions of the License are made with the understanding that the Licensor is not required to, and will not, alter its instructional program or the College in any manner, to accommodate Licensee’s presence at the College.
- 1.3 Nothing in this License shall be construed as creating a right to a specific office, space or location in the Premises. Licensor reserves the right to designate an alternate office, space or location of comparable size for use of Licensee under this License upon reasonable notice to Licensee. Licensor’s students, faculty, staff and visitors will have priority to space according to need, increased student enrollment, and the necessary uses of Licensor.

This Agreement will be posted on the CPS website.

2. **Term.** This License shall begin on December 1, 2022 and end on November 30, 2023, unless otherwise terminated or extended by the parties in writing (the “Term”).
3. **Use of the Premises.** Licensee will use and occupy the Premises for the sole purpose of the Licensee’s Student Outreach and Re-Engagement program. Use of the Premises for any other purpose is expressly prohibited without the Licensor’s prior written consent. Licensor may terminate this License for cause and without liability upon violation of this provision.
4. **Consideration.** The Licensee shall pay the Licensor a fee in the amount of \$54,340.00 for the Term for use of the Premises (the “Fee”). Said Fee shall be paid monthly in the amount of \$4,528.33 payable on the first Friday of each month.
5. **Condition of Premises and Repairs; Surrender.**
 - 5.1 Licensee has examined and knows the condition of the Premises and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair of the Premises have been made by Licensor or its agents prior to or at the execution of the License, that are not herein expressed or endorsed hereon. Licensee shall keep the Premises in a clean, sightly, orderly and healthy condition. Licensee shall not damage any furniture, fixtures or equipment of any person. All damage to the Premises or to any other part of the building, or to its fixtures, equipment or appurtenances, requiring repair and caused by or resulting from misuse or negligent conduct or omission of Licensee, shall be repaired at Licensee’s expense.
 - 5.2 Upon the expiration of the term of this License, or any renewal or extension thereof, Licensee will yield up peaceably the Premises to Licensor in as good order and condition as when the same were entered upon by Licensee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.
6. **Alterations, Additions and Improvements.** Licensee shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the Premises without first obtaining the written consent of Licensor therefor; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Licensee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Premises, or any part thereof.
7. **Licensor's Right of Entry.** Licensor shall have the right, upon reasonable notice, to enter upon the Premises to inspect the same and to make any and all improvements, alterations and additions of any kind upon the Premises.

This Agreement will be posted on the CPS website.

8. **Insurance.** Licensee shall, at its own expense, obtain and maintain the following insurance with an insurance company authorized to do business in the State of Illinois. Within forty-five (45) days of execution of this License, Licensee shall, furnish Licensor with a certificate of insurance evidencing such coverage and certifying that the coverage shall not be materially altered without at least thirty (30) days advance written notice to Licensor. Further, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois and their respective directors, officers, employees, contractors, agents, students and volunteers shall be named as additional insured on the Certificate of Insurance. Notwithstanding the foregoing, Licensor acknowledges that as a municipal corporation Licensee is self-insured and shall provide a letter of self-insurance.

General Liability	- Comprehensive Form including Product and Broad Form Property Damage and Bodily Injury	
	Each Occurrence	\$1,000,000.00
	Aggregate	\$3,000,000.00
Workers' Compensation	- Statutory Insurance as required by the State of Illinois	
Employer's Liability	- Each Occurrence	\$100,000.00

9. **Indemnification.** To the extent permitted by law and without waiving or limiting the liability, immunity, defense or other provisions of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*), Licensee shall indemnify, keep and save harmless the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois/City Colleges of Chicago and its directors, officers, employees, agents, contractors, students and volunteers (individually referred to herein as an ("Indemnified Party") and collectively referred to herein as the ("Indemnified Parties") against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments and costs ("Loss") in connection with: (i) the occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives; (ii) any negligent, willful, or wrongful act or omission to act by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iii) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this License. This indemnification obligation does not extend to that portion of a Loss caused by College's negligence, gross negligence or willful misconduct or latent defects in the Premises, as determined by a court of competent jurisdiction in a final, non-appealable judicial order. Licensee shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against an Indemnified Party in any such action, Licensee shall, at his own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any performance bond or insurance protection required by this License or otherwise provided by Licensee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

This Agreement will be posted on the CPS website.

10. **Assignment and Subletting.** This License shall not be assigned, subleased, licensed, or mortgaged in whole or in part.
11. **Condemnation.** In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this License shall terminate as to the part so taken, and Licensee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the License, with the license fee payments abated in accordance with the reduced square footage and inconvenience of the loss of other Premises and the presence of repair efforts, or choose to terminate the License without further obligation. Any damages and payments resulting from any public authority taking, damaging or condemnation of the Premises shall accrue to and belong to Licensor, and Licensee shall have no right to any part thereof.
12. **Destruction.** If at any time during the term of this License, or any extension or renewal thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then this License shall terminate as to the part so destroyed, and Licensee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the License, with the payments abated in accordance with the reduced square footage and inconvenience of the loss of other Premises and the presence of repair efforts, or choose to terminate the License without further obligation. However, if Licensee chooses to remain in the Premises but Licensor elects not to rebuild or repair said Premises, Licensor shall so notify Licensee by written notice within the period of 30 days after the damaging event, and thereupon this License shall terminate without further obligation by Licensee.
13. **Termination.**
 - 13.1 **Termination for Convenience** – Either party, upon thirty (30) days prior written notice to the non-terminating party may terminate this Agreement.
 - 13.2 **Termination for Default** – Subject to Section 13.1 above, if Licensee fails to pay the Fee as required by the terms of this License, Licensor, after providing ten (10) days written notice and an opportunity for Licensee to remedy the situation, shall have the right to terminate this License in accordance with the terms of this License and applicable law.
14. **Waiver.** The failure of either party to exercise any of its rights under this License for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
15. **Binding on Heirs, Successors, and Assigns.** This License shall be binding upon and inure to the benefit of the successors, personal representatives, and permitted assigns of Licensor and Licensee.

This Agreement will be posted on the CPS website.

- 16. Inspector General.** It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws. At all times, the Licensor's Inspector General shall be granted access to any building or facility that is owned, operated, or leased by the City Colleges of Chicago. Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
- 17. Notice.** Notices regarding this License shall be sent first class, postage pre-paid, registered or certified mail, return receipt requested, to the following persons or to any successor designated by either party in writing:

For Licensor:

City Colleges of Chicago
Office of the General Counsel
Attn: General Counsel
180 N. Wabash Ave., Suite 200
Chicago, IL 60601

with additional notice to:

Kennedy-King College
Office of the President
Attn: Katonja Webb
6301 S. Halsted St.
Chicago, IL 60621

For Licensee:

Board of Education of the City of Chicago
Real Estate Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attention: Director of Real Estate
Email: smstults@cps.edu

with additional notice to:

Board of Education of the City of Chicago
Law Department
One North Dearborn, Suite 900
Chicago, Illinois 60602

This Agreement will be posted on the CPS website.

Attention: General Counsel
Fax: (773) 553-1701

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

18. Covenants Regarding Use.

18.1 Licensor covenants and agrees:

18.1.1 To maintain the Premises in condition fit for their intended use and to make all necessary repairs of which Licensor is aware, including adequate heat and water, and a sound physical structure;

18.1.2 To maintain the grounds and remove the rubbish;

18.1.3 To provide the use of certain furniture and personal property placed by Licensor in the Premises during the course of this License for the benefit of Licensee and its employees.

18.1.4 Licensor shall provide maintenance and repairs (other than that resulting from the misuse or negligence of Licensee as referenced in Section 5.1 above) of the Premises and building, including but not limited to, the building structure, roof, walls, the mechanical, electrical and plumbing systems that provide services and painting of the Premises that are necessary to maintain the Premises in good and tenantable condition in Licensor's reasonable discretion. Licensor agrees to maintain the Premises and Building in good and tenantable condition and repair during the Term. Licensor shall provide janitorial services for the Premises, which shall include, cleaning, emptying wastebaskets, and replacing light bulbs.

18.2 Licensee covenants and agrees:

18.2.1 Licensee shall not consume, possess, exhibit, sell or offer for sale, nor permit its agents, employees, guests or invitees to consume, possess, exhibit sell or offer for sale, any alcoholic or intoxicating beverages on or around the Premises.

18.2.2 Licensee shall fully comply with all applicable laws, ordinances and governmental regulations and shall not make any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Premises building or building complex.

This Agreement will be posted on the CPS website.

- 18.2.3 Licensee understands that under the Illinois Firearm Concealed Carry Act, individuals, even licensed firearm owners with a concealed carry permit, are prohibited from carrying or storing a firearm or weapon on City Colleges of Chicago property.
- 18.2.4 Licensee agrees to comply with Licensor's Ethics Policy with any amendments adopted thereafter. A copy of Licensor's Ethics Policy can be found at www.ccc.edu.
- 18.2.5 Licensee shall not display, inscribe, paint, print, maintain or affix on any place in or about the exterior of the Premises, building or building complex any sign, notice legend, direction, figure or advertisement unless Licensee has in each instance, first obtained the written consent of Licensor, or such person or persons as Licensor may from time to time, designate in writing.
- 18.2.6 Licensee shall, at its own cost and expense, procure each and every permit, license, certificate or other authorization and any renewals, extensions or continuances of the same required in connection with the lawful and proper use of the Premises.
- 18.2.7 Licensee shall enforce any "No Smoking" rules and regulations applicable to the Premises.
- 18.2.8 All property situated in the building or the Premises and belonging to Licensee, its agents, employees or invitees or any occupant of the Premises shall be situated there at the risk of Licensee, and Licensor shall not be liable for any damage, theft, misappropriation or loss of such property.
- 18.2.9 Children may not be left unattended and must be supervised at all times while on the Premises.

19. Independent Contractor. It is mutually agreed and understood that neither party nor their employees, officers, agents or contractors are employees of the other and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

20. Access.

- 20.1 Licensee shall have, at all times during the term of this License, a non-exclusive right of ingress and egress to and from the Premises through, over and upon such areas of College complex as may be designated, from time to time, in writing, by College ("Access Area"). The Access Area shall include any office space designated by College. Licensee shall not enter, or permit any of its contractors, agents, employees, guests or invitees to enter areas of the College other than the Premises and the Access Area, without, in each instance, first obtaining the prior written consent of the College

This Agreement will be posted on the CPS website.

President or the President's designee. Licensee shall take all measures necessary to prevent any of its contractors, agents, employees, guests or invitees from entering areas of College building or complex other than Premises and the Access Area.

- 20.2 Licensee has the right of reasonable ingress and egress to the Premises and to parking facilities. Nothing in this agreement shall be construed as a guarantee of available parking. Licensor's students, faculty, staff and visitors will have priority to available spaces according to need, increased student enrollment, and the necessary uses of Licensor.
21. **Taxes.** Licensee shall be responsible for any and all property taxes or leasehold taxes assessed on this property as a result of this License.
22. **Utilities.** The College shall supply at no additional cost to Licensee, all ordinary and necessary water, gas, electricity, telephone, internet, light, heat and sewage services for the Premises.
23. **College Representative.** CPS shall coordinate access with the College representative listed below to ensure there is no disruption of College activities:
Baha Awadallah, Vice President, Finance and Operations
Email: bawadallah@ccc.edu
Telephone: 773-602-5068
24. **Compliance with Law.** Licensor is a body politic and corporate, created under the Illinois Public Community College Act (110 ILCS 805/1-1, *et seq.*). During the Term, the parties, at their sole expense, shall observe and comply with all applicable federal, state and local laws, rules, ordinances and regulations related to this License, including, but not limited, to the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago with any amendments thereafter as well as the Licensor's respective collective bargaining agreements. Licensee shall also be responsible for compliance with the City Colleges of Chicago Debarment Policy. Licensee shall indemnify the Licensor for all losses and expenses, including reasonable attorneys' fees resulting from Licensee's failure to comply with this provision, including, but not limited to, any fines, penalties, or corrective measures.
25. **Governing Law; Forum.** This License shall be governed by and construed under the laws of the State of Illinois, and venue for any litigation arising under this License or incidental hereto shall be in Cook County, Illinois.
26. **Conflict of Interest.** This License is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.
27. **Indebtedness.** Licensor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy

This Agreement will be posted on the CPS website.

is hereby incorporated by reference into and made a part of this agreement as fully set forth herein.

28. **Contingent Liability.** The Illinois School Code prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Licensor agrees that any expenditures beyond the Licensee's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget(s).
29. **Ethics.** No officer, agent or employee of the Board is or shall be employed by the Licensor or has or shall have a financial interest, directly, or indirectly, in this agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this agreement as fully set forth herein.
30. **Force Majeure.** When a period of time is provided in this License for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, declarations of emergency by governmental authorities, pandemics, epidemics and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.
31. **Severability.** The terms of this License are severable and if a court of competent jurisdiction declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable to the maximum extent permissible.
32. **Counterparts.** This License may be executed in two (2) or more counterparts and with digital signatures, each of which will be deemed an original, but all of which together will constitute one binding agreement.
33. **Entire License.** This License (and its exhibits and attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in a writing signed by both parties.

REST OF THIS PAGE LEFT INTENTIONALLY BLANK.

SIGNATURE PAGE FOLLOWS.

This Agreement will be posted on the CPS website.

IN WITNESS WHEREOF, the authorized representative of the parties have executed this License as of the date of the last signature set forth below.

LICENSOR

**Board of Trustees of Community
College District No. 508, County of Cook
and State of Illinois**

DocuSigned by:
Walter E Massey
By: _____
82A1866AE9DF468...
Walter E. Massey
Chair

Date: 4/28/2023 | 2:27:02 PM CDT

LICENSEE

Board of Education of the City of Chicago

DocuSigned by:
Charles Mayfield
By: _____
EF57B76ABC90427...
Charles E. Mayfield
Interim Chief Operating Officer

Date: May 2, 2023 | 11:45:48 AM CDT

Authorization: 23-0501-COO-03

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Karla Mitchell Gowen
By: _____
4C275625114F4E4...
Karla Mitchell Gowen
General Counsel

Date: 4/28/2023 | 1:25:34 PM CDT

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Ruchi Verma
By: _____
56B562E0FFA44C9...
Ruchi Verma
General Counsel

Date: May 2, 2023 | 11:31:20 AM CDT

This Agreement will be posted on the CPS website.

Exhibit A

PREMISES:

Kennedy-King College
6301 S. Halsted Street
Chicago, IL 60621
V Building

- 2 classrooms: V227 and V231
- 1 office: Suite V204
- 4 cubicles/hoteling: V212

DAYS AND HOURS OF USE:

Monday through Friday from 8:30 AM to 3:00 PM during the Term of the Agreement
other than campus holidays

ACCESS AREAS:

Reasonable ingress and egress

INSTITUTION EQUIPMENT:

In classrooms: 30 desks and chairs
In office and cubicles: desk, chair and cabinets