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

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

RENEW FACILITY RENTAL AGREEMENT  
NORTHWESTERN UNIVERSITY TRAFFIC INSTITUTE  
DALEY, MALCOLM X, OLIVE-HARVEY, TRUMAN AND WRIGHT COLLEGES

JAN 8 1998

COUNTY OF COOK  
AND STATE OF ILLINOIS

THE CHANCELLOR

REPORTS

that for the past 8 years Northwestern University Traffic Institute has been renting classrooms which are not required for regular college classes at CCC facilities, to hold classes for approximately 32,500 minor traffic offenders as approved in various Board Reports since November 1988; and

that Northwestern and the National Safety Council have an agreement with the Circuit Court of Cook County to operate the Traffic Institute for the next 2-1/2 years with an option for renewal for an additional 9 years; and

that Northwestern has agreed to renew the existing contract with CCC from October 1, 1997 to September 30, 2000; and

that Northwestern has requested to increase the number of classes to be conducted at CCC facilities from 630 to 650 and agreed to increase the rental rate from \$125.00 to \$140.00 per class, which is an approximate increase of 12% over the current rental rate; and

that CCC will receive revenue of approximately \$91,000.00 annually from Northwestern for the use of classrooms during the term of this 3-year agreement.

THE CHANCELLOR

RECOMMENDS that the Board of Trustees approves renewal of the rental agreement with Northwestern University Traffic Institute for the use of classrooms from October 1, 1997 to September 30, 2000; and authorizes the Chairman and Assistant Secretary to execute said agreement on behalf of the Board.

Respectfully submitted:

Ronald J. Temple  
Chancellor

January 8, 1998

AGREEMENT BETWEEN NORTHWESTERN UNIVERSITY AND  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508,  
COUNTY OF COOK AND STATE OF ILLINOIS

This agreement, entered into this 4th day of September 1997 by and between NORTHWESTERN UNIVERSITY (hereinafter "Northwestern") and the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS (hereinafter "CCC");

WHEREAS, in consideration of the mutual promise and undertakings therein contained and other good and valuable consideration, the parties hereto agreed as follows:

1. Northwestern operates the Traffic Institute, which operates the Traffic Safety School under a contract with the Circuit Court of Cook County.
2. CCC shall furnish available classroom facilities Monday - Saturday (mornings, afternoons and evenings) at Daley, Malcolm X, Olive-Harvey, Truman Colleges and Wright College. CCC will also provide janitorial services, utilities, security services, and parking, for Northwestern at the locations mutually agreed upon at the beginning of each CCC's academic semester. Each classroom will contain up to 50 student locations, based on the applicable capacity restrictions. CCC shall also furnish storage space for Northwestern equipment and a mailbox for Northwestern materials delivery. Classrooms, parking, mailboxes and storage spaces shall be provided by CCC, to the extent that they are available, as solely determined by CCC.
3. This agreement will commence on October 1, 1997, and will end on September 30, 2000.
4. Northwestern will submit, at least four weeks in advance of each class session, its request for classroom(s) to the respective designee at each CCC facility to be used. Northwestern will pay CCC one hundred forty dollars (\$140.00), hereinafter referred to as the Rate Per Class, during the first year of this agreement. At the end of each year of this agreement, the Rate Per Class will be increased based on the Consumer Price Index (CPI). Said increased Rate Per Class should become the Effective Rate Per Class during the following year of this agreement.
5. Northwestern guarantees CCC the payment for a minimum of six hundred fifty (650) classes in the amount of ninety-one thousand dollars (650 classes x \$140.00 = \$91,000.00) during the first year of this agreement, six hundred sixty (660) classes at the Effective Rate Per Class during the second year and six hundred seventy (670) classes at the Effective Rate Per Class during the third year of this agreement. Northwestern agrees to promote the use of CCC facilities in conducting traffic school classes in the City of Chicago.
6. Northwestern shall send the Director of Auxiliary Services, by the 15th of each month, prior to the month in which the classes are scheduled to be conducted, a report and a summary listing the scheduled classes for the month. Northwestern shall submit, within thirty days on the following month, a check payable to "City Colleges of Chicago", for the number of classes scheduled at CCC facilities in accordance with the current payment procedures. All proceeds required to satisfy this agreement shall be submitted to CCC within thirty days of termination of this agreement.

7. Both parties agree that CCC classes and functions will always receive first priority in scheduling any class(es). The number of classrooms available for Northwestern's use may be modified, reduced, or eliminated as deemed necessary by CCC by providing Northwestern with a ninety-day prior written notice. In the event that the number of facilities or classrooms available to Northwestern is reduced from the number of classrooms that were available to Northwestern in September 1996, the minimum number of classes under Paragraph No. 4 that Northwestern is required to conduct at CCC facilities during the term of this agreement will be reduced by the same number of classes which were deemed unavailable by CCC.
8. CCC reserves the right, at CCC's option, to terminate this agreement or reduce the number of colleges available to be used by Northwestern without any further obligation to Northwestern. CCC will provide Northwestern with a ninety day written notice prior the effective date of such termination or reduction of the availability of colleges.
9. Northwestern reserves the right, at its option, to terminate this agreement or reduce the number of facilities to be used by Northwestern by serving a 30-day written notice to CCC prior to the effective date of termination, provided that Northwestern complies with Paragraph No. 5 of this agreement.
10. It shall be Northwestern's responsibility to insure that its students and staff comply with CCC applicable rules. It shall be Northwestern's responsibility to repair or replace, to CCC's satisfaction, any and all damages to CCC property, caused by Northwestern, its students and/or employees.
11. Northwestern agrees to obtain, \$1,000,000 per occurrence and \$3,000,000 aggregate, comprehensive personal injury and public liability insurance coverage. Northwestern shall provide CCC with a certificate of insurance within fifteen days of start of contract. CCC and Public Building Commission (PBC) shall be listed in the certificate of insurance as an additional insured. Said coverage shall not be altered without CCC's prior written approval.
12. Northwestern shall indemnify, keep and safe harmless CCC, its agents, officials, and employees, against all injuries, deaths, losses, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, all costs and other expenses which may in any way result from the negligence, omission or willful misconduct of Northwestern or its employees, and Northwestern shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against CCC in any such action, Northwestern shall, at his own expense, satisfy and discharge the same. Northwestern expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Northwestern, shall in no way limit the responsibility to indemnify, keep and safe harmless and defend CCC as herein provided.
13. Northwestern agrees not to assign any of its obligations under this agreement without the prior written approval of CCC. Further, Northwestern agrees to obtain written approval from CCC prior to the assignment and/or subcontracting of the operation of the Traffic Safety School at any one of CCC's facilities.
14. Notices pursuant to this agreement shall be sent first class mail to the listed parties at their respective addresses:

For CCC:

Dr. Ronald J. Temple  
Chancellor  
City Colleges of Chicago  
226 West Jackson  
Chicago, Illinois 60606

and

John F. Calhoun  
Acting Vice Chancellor  
for Administrative Services  
City Colleges of Chicago  
226 West Jackson Boulevard  
Chicago, Illinois, 60606

For Northwestern:

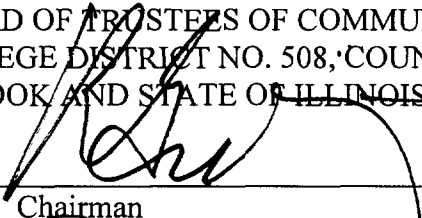
Dr. Noel Bufe  
Northwestern University Traffic Institute  
405 Church  
Evanston, Illinois 60201


IN WITNESS THEREOF, the parties, through their authorized representatives, do hereby execute this agreement.

BOARD OF TRUSTEES OF COMMUNITY  
COLLEGE DISTRICT NO. 508, COUNTY  
OF COOK AND STATE OF ILLINOIS

NORTHWESTERN UNIVERSITY

BY:

  
Chairman

By:   
8/16

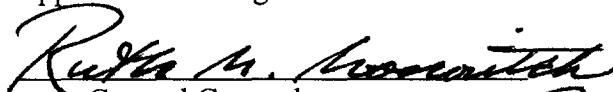
Attested:

  
Secretary

JAN 6 - 1988

Date Signed

Approved as to Legal Form:

  
General Counsel  
