

21155

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT  
County of Cook and State of Illinois

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

MAR 4 1999

RENEW ILLINET/OCLC SERVICES AGREEMENT  
ILLINOIS STATE LIBRARY  
ALL COLLEGES

COUNTY OF COOK  
AND STATE OF ILLINOIS

[Amend Board Report #20333 dated 12-4-1997]

THE CHANCELLOR

REPORTS

that the Board of Trustees has previously authorized the services of the Illinois State Library under standard annual agreements, and the services and products of OCLC Inc., operators of a computer-assisted and electronic telecommunication-accessed bibliographic and library processes database; and

that the use of the Illinois State Library/OCLC services enables the Colleges to provide both library services to students and faculty by improving and speeding the processing of materials, and by providing free and reduced-rate online database services; and that the Colleges wish to continue having such library services for their students and faculty by renewing the agreement with the Illinois State Library for the provision of ILLINET/OCLC products and services; and

that each College will be assessed for services based upon the library staff request for each search and production of bibliographic records, pursuant to a schedule set on an annual basis. (The district payment to the Illinois State Library averages between \$40,000 and \$50,000 per fiscal year.)

RECOMMENDS

that the Board of Trustees approves a renewal agreement with the Illinois State Library to provide ILLINET/OCLC services to all Colleges for FY1999, with billings made according to the schedule; and authorizes the Chairman and Assistant Secretary to execute said agreement on behalf of the Board.

FINANCIAL

\$50,000.00 (Estimated) -- Educational Fund

Respectfully submitted:

Wayne D. Watson  
Chancellor

March 4, 1999

**21155**  
**ILLINET/OCLC SERVICES PROGRAM**  
**RENEWAL AGREEMENT**  
**FISCAL YEAR 1999**

THIS RENEWAL AGREEMENT, made this first day of July 1998, by and between *Jesse White*, not individually, but as Secretary of State and State Librarian of the State of Illinois, and, **BOARD OF TRUSTEES - CITY COLLEGES OF CHICAGO - STATE OF ILLINOIS (IAN IBJ IEG JDB JDV JDW JDX)** hereinafter referred to as the **SECOND PARTY**, witnesseth:

WHEREAS, the **SECOND PARTY** and the **ILLINOIS STATE LIBRARY** previously entered into an agreement for the procurement of services from the **OCLC ONLINE COMPUTER LIBRARY CENTER, INC.**, hereinafter referred to as **OCLC**, and,

WHEREAS, such previous agreement authorized annual renewals by agreement of the parties in Part C, Paragraph 1., and,

WHEREAS, the parties hereto wish to renew the said agreement for a period of one (1) year,

NOW THEREFORE, for and in consideration of the covenants of the parties as set forth in such previous agreement and herein, the parties hereto do agree as follows:

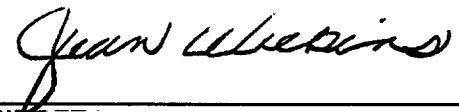
1. The **SECOND PARTY** and the **ILLINOIS STATE LIBRARY** do hereby agree to renew the above said agreement and all terms and conditions thereof for a period of one (1) year extending from July 1, 1998 through June 30, 1999.
2. The cost sheet relating to amended service charges has been supplied to the **SECOND PARTY** and is incorporated herein as if fully set forth.
3. All other terms and conditions not inconsistent with those enumerated above remain in full force and effect.

IN WITNESS WHEREOF, the respective parties hereto have caused this Renewal Agreement to be executed on the day and year written above.

**BOARD OF TRUSTEES - CITY COLLEGES OF CHICAGO - STATE OF ILLINOIS (IAN IBJ IEG JDB JDV JDW JDX)**

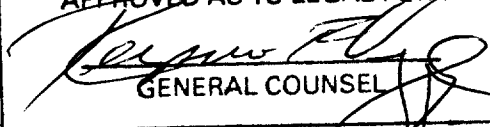
**ILLINOIS STATE LIBRARY**

  
\_\_\_\_\_  
**CHAIRMAN OF THE BOARD (DATE)**  
**MAR 4 - 1999**

  
\_\_\_\_\_  
**MAY 10 1999**

  
\_\_\_\_\_  
**ASSISTANT BOARD SECRETARY (DATE)**

Ms. Penelope A. Schaefer  
City Colleges of Chicago ()  
Academic Support Services  
226 W. Jackson Blvd.  
Chicago, IL 60606-6998

APPROVED AS TO LEGAL FORM  
  
GENERAL COUNSEL

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

## 21255

**LICENSE AGREEMENT**  
between  
**Board of Trustees of City Colleges of Chicago**  
and  
**El Jardin Restaurant**

This License agreement ("Agreement") is entered into this 1st day of May 1999, by and between, Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, ("CCC" or "Licensor"), as Licensor, and El Jardin Restaurant, as Licensee regarding the use by Licensee of Truman College/Lakeview Learning Center's parking lot ("Lot").

1. **Term of contract.** The term of this Agreement shall begin May 1, 1999, and expire April 30, 2000 ("the Term"). This License may be renewed for one (1) additional year subject to the terms and conditions mutually agreed upon by both parties.
2. **Termination.** Either party may terminate this Agreement for any reason upon sixty (60) days written notice in the manner provided in this Agreement. In the event of material default by the Licensee, CCC reserves the right to terminate this Agreement immediately for cause upon written notice to Licensee.
3. **Subject of contract.** For and in consideration of the rent to be paid and the covenants and agreements to be kept and performed by the Licensee as hereinafter set forth, the Licensor hereby demises and Licenses to the Licensee the parking lot immediately adjacent to the Lakeview Learning Center of Truman College, one of the City Colleges of Chicago.

Licensee agrees to use the Lot for parking cars for its customers according to the availability of the Lot on the days and times stated in this Agreement: Friday after 5:00 p.m., Saturday after 2:00 p.m., all day Sunday. The Licensee will have access to and use of the Lot on school holidays when classes will not meet at Lakeview Learning Center.

4. **Payment.** In consideration for the use of the Lot, the Licensee shall pay to the Licensor the sum of \$5400.00 in equal monthly installments of \$450.00 payable on or before the fifteenth (15<sup>th</sup>) day of each month. If Licensee fails to pay fee on or before the fifteenth (15<sup>th</sup>) day of each month, Licensee shall be required to pay a late fee of \$100.00, in addition to the monthly license fee. Failure to pay monthly license fee and any late fee 30 days from payment due date will result in immediate termination of this license.
5. **Insurance and Indemnification.** The following insurance coverage must be maintained in force by the Licensee with an insurance carrier approved by CCC. The Licensee shall supply a certificate of insurance evidencing such coverage and certifying that the coverage shall not be canceled or materially altered without at least thirty (30) days' advance written notice to CCC.

- a. Type of Insurance
- |      |   | Each<br>Occurrence  | Aggregate |
|------|---|---|-----------|
| i.   | General Liability   |   |           |
|      | Comprehensive Form including Products and Broad Form Property Damage    | Bodily Injury 1,000,000<br>Property Damage<br>Injury and<br>Property Damage | 3,000,000 |
| ii.  | Auto Liability  |   |           |
|      | Comprehensive Form including Owned, Non-owned, Hired or Rented Vehicles | Bodily Injury 1,000,000<br>Each Person<br>Each Occurrence                   | 3,000,000 |
| iii. | Workers' Compensation   | Statutory<br>Illinois   |           |
| iv.  | Employer's Liability  | 100,000<br>Each Occurrence  |           |
- b. Garage Liability Insurance with limits of liability of not less than \$2,000,000.00 for injury or death for any one person, and not less than \$2,000,000.00 for injury to or death of more than one person in any one occurrence and not less than \$100,000.00 for property damage in any one occurrence.
- c. Garage Keeper's Legal Liability Insurance insuring the automobiles parked at the Lot in such amount as may be required by the insurance company.
- d. The aforesaid commercial, garage and garage keeper's legal liability policies shall be appropriately endorsed to cover as named insured:
- i. The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, the Public Building Commission of Chicago ("PBC"), the Licensee and their respective employees, agents, directors, and officers.
  - ii. All existing mortgagees of CCC's development as designated by CCC.
- e. The Licensee must promptly provide CCC with all certificates of insurance, reflecting CCC and the PBC as named insureds. All renewal policies must be

obtained and certified copies delivered to CCC at least thirty [30] days prior to the expiration date of any of the policies.

- f. **Indemnification.** 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 ("City Colleges"), its agents, officials and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgements, costs and consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of Licensee or his employees, or of any of the subcontractors or his employees, and Licensee 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 judgement shall be rendered against City Colleges 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 contractor, or otherwise provided by Licensee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend City Colleges as herein provided.

6. **Relationship of the parties.**

- a. Licensee is an independent contractor and neither party shall be considered or deemed to be a partner, employee, joint venture, or agent of the other, except as specifically otherwise provided herein.
- b. Any workmen or employees employed by Licensee in connection with the operation of the Lot are and shall be held out to be the Licensee's employees and not in any sense the employees or agents of CCC, Truman College or Lakeview Learning Center.

7. **Operation of the Lot.**

- a. The Licensee shall purchase any supplies necessary for the operation of the Lot. Licensee shall be responsible for the removal of such supplies when Lot is not in use under this Agreement. All supplies not used or removed by Licensee, shall become the property of CCC.
- b. Subject to prior written approval of CCC, Licensee shall be permitted to erect, at its own expense, a hut or other suitable structure on the Lot, for the purpose of accommodating Licensee personnel working in the parking lot. Upon expiration, termination, or in the event of non-renewal of the License, Licensee shall, at its own expense, and at the option of Licensor, remove the hut or structure and shall return the Lot to its prior condition.

- c. During the term of the License, Licensee shall reserve two (2) parking spaces in the Lot, without charge, for the use of custodial personnel of Licensor.
- d. The Licensee shall provide snow/ice removal and clean up of the Lot when in use by Licensee and shall provide all personnel necessary for the ice/snow removal and clean up.
- e. Any and all repairs and alterations must be authorized by CCC. Emergency repairs and alterations which are necessary for the preservation or safety of the Lot or surrounding property or for the safety of customers or other persons may be made by Licensee without prior approval. The Licensee will give CCC prompt notice of any such emergency repairs or alterations made or being made. The cost of all such repairs and alterations, other than ordinary wear and tear, shall be borne by Licensee.

8. **Expenses and Compensation Statement.**

In the event Licensee receives compensation for the use of the lot, the Licensee shall furnish to CCC a complete and detailed statement of gross cash receipts and operating expenses for the Lot for the period from May 1, 1999 to April 30, 2000. The statement shall be due quarterly.

- 9. No assignment or sublicense: It is understood and agreed that the Licensee will not assign or sublet its interest in this Agreement.
- 10. **Notices.**

All notices, consent, or other communications in connection with this Agreement must be in writing and mailed to:

Licensor: Dr. Wayne D. Watson  
Chancellor  
City Colleges of Chicago  
226 W. Jackson Blvd.  
14th Floor  
Chicago, Illinois 60606

and

Dr. Phoebe K. Helm  
President  
Truman College  
1145 W. Wilson Avenue

Chicago, Illinois 60640

Licensee: Ms. Gloria Ortiz

or at any other place the Licensee or Licensor may respectively designate in writing from time to time. Notices shall be in writing and shall be sent first class, registered or certified mail, postage prepaid, with return receipt requested.

- 11. Any failure by Licensor at any time to enforce the terms of this Agreement shall not be deemed a waiver, nor affect or impair the right of Licensor or Licensee at any time to make avail of such remedies as it may have for any breach of any such terms or conditions, notwithstanding such failure to enforce performance.
- 12. No change in the provisions of this Agreement shall be effective unless made in writing and signed by the Licensor and Licensee.
- 13. This Agreement constitutes the entire agreement between the parties.

**LICENSEE:**

**LICENSOR:**

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

By: *Josie Alvarez*

By: *James O. Dyson*  
**VICE** Chairman

Attest:

Attest:

*Gloria R Ortiz (gma)*  
Secretary

*Patricia A Buck*  
Secretary

Date: MAY 6 - 1999

Approved as to Legal Form:

*James P. [Signature]*  
General Counsel

Date: \_\_\_\_\_

**LICENSE AGREEMENT**  
between  
**Board of Trustees of City Colleges of Chicago**  
and  
**El Jardin Restaurant**

This License agreement ("Agreement") is entered into this 1st day of May 1999, by and between, Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, ("CCC" or "Licensor"), as Licensor, and El Jardin Restaurant, as Licensee regarding the use by Licensee of Truman College/Lakeview Learning Center's parking lot ("Lot").

1. **Term of contract.** The term of this Agreement shall begin May 1, 1999, and expire April 30, 2000 ("the Term"). This License may be renewed for one (1) additional year subject to the terms and conditions mutually agreed upon by both parties.
2. **Termination.** Either party may terminate this Agreement for any reason upon sixty (60) days written notice in the manner provided in this Agreement. In the event of material default by the Licensee, CCC reserves the right to terminate this Agreement immediately for cause upon written notice to Licensee.
3. **Subject of contract.** For and in consideration of the rent to be paid and the covenants and agreements to be kept and performed by the Licensee as hereinafter set forth, the Licensor hereby demises and Licenses to the Licensee the parking lot immediately adjacent to the Lakeview Learning Center of Truman College, one of the City Colleges of Chicago.

Licensee agrees to use the Lot for parking cars for its customers according to the availability of the Lot on the days and times stated in this Agreement: Friday after 5:00 p.m., Saturday after 2:00 p.m., all day Sunday. The Licensee will have access to and use of the Lot on school holidays when classes will not meet at Lakeview Learning Center.

4. **Payment.** In consideration for the use of the Lot, the Licensee shall pay to the Licensor the sum of \$5400.00 in equal monthly installments of \$450.00 payable on or before the fifteenth (15<sup>th</sup>) day of each month. If Licensee fails to pay fee on or before the fifteenth (15<sup>th</sup>) day of each month, Licensee shall be required to pay a late fee of \$100.00, in addition to the monthly license fee. Failure to pay monthly license fee and any late fee 30 days from payment due date will result in immediate termination of this license.
5. **Insurance and Indemnification.** The following insurance coverage must be maintained in force by the Licensee with an insurance carrier approved by CCC. The Licensee shall supply a certificate of insurance evidencing such coverage and certifying that the coverage shall not be canceled or materially altered without at least thirty (30) days' advance written notice to CCC.



- a. Type of Insurance
- |      |   | Each<br>Occurrence  | Aggregate |
|------|---|---|-----------|
| i.   | General Liability   |   |           |
|      | Comprehensive Form including Products and Broad Form Property Damage    | Bodily Injury 1,000,000<br>Property Damage<br>Injury and<br>Property Damage | 3,000,000 |
| ii.  | Auto Liability  |   |           |
|      | Comprehensive Form including Owned, Non-owned, Hired or Rented Vehicles | Bodily Injury 1,000,000<br>Each Person<br>Each Occurrence                   | 3,000,000 |
| iii. | Workers' Compensation   | Statutory Illinois  |           |
| iv.  | Employer's Liability  | 100,000<br>Each Occurrence  |           |
- b. Garage Liability Insurance with limits of liability of not less than \$2,000,000.00 for injury or death for any one person, and not less than \$2,000,000.00 for injury to or death of more than one person in any one occurrence and not less than \$100,000.00 for property damage in any one occurrence.
- c. Garage Keeper's Legal Liability Insurance insuring the automobiles parked at the Lot in such amount as may be required by the insurance company.
- d. The aforesaid commercial, garage and garage keeper's legal liability policies shall be appropriately endorsed to cover as named insured:
- i. The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, the Public Building Commission of Chicago ("PBC"), the Licensee and their respective employees, agents, directors, and officers.
  - ii. All existing mortgagees of CCC's development as designated by CCC.
- e. The Licensee must promptly provide CCC with all certificates of insurance, reflecting CCC and the PBC as named insureds. All renewal policies must be

obtained and certified copies delivered to CCC at least thirty [30] days prior to the expiration date of any of the policies.

- f. **Indemnification.** 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 ("City Colleges"), its agents, officials and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgements, costs and consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of Licensee or his employees, or of any of the subcontractors or his employees, and Licensee 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 judgement shall be rendered against City Colleges 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 contractor, or otherwise provided by Licensee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend City Colleges as herein provided.

6. **Relationship of the parties.**

- a. Licensee is an independent contractor and neither party shall be considered or deemed to be a partner, employee, joint venture, or agent of the other, except as specifically otherwise provided herein.
- b. Any workmen or employees employed by Licensee in connection with the operation of the Lot are and shall be held out to be the Licensee's employees and not in any sense the employees or agents of CCC, Truman College or Lakeview Learning Center.

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- c. During the term of the License, Licensee shall reserve two (2) parking spaces in the Lot, without charge, for the use of custodial personnel of Licensor.
- d. The Licensee shall provide snow/ice removal and clean up of the Lot when in use by Licensee and shall provide all personnel necessary for the ice/snow removal and clean up.
- e. Any and all repairs and alterations must be authorized by CCC. Emergency repairs and alterations which are necessary for the preservation or safety of the Lot or surrounding property or for the safety of customers or other persons may be made by Licensee without prior approval. The Licensee will give CCC prompt notice of any such emergency repairs or alterations made or being made. The cost of all such repairs and alterations, other than ordinary wear and tear, shall be borne by Licensee.

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- 9. **No assignment or sublicense:** It is understood and agreed that the Licensee will not assign or sublet its interest in this Agreement.

10. **Notices.**

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Licensor: Dr. Wayne D. Watson  
Chancellor  
City Colleges of Chicago  
226 W. Jackson Blvd.  
14th Floor  
Chicago, Illinois 60606

and

Dr. Phoebe K. Helm  
President  
Truman College  
1145 W. Wilson Avenue

21255

Chicago, Illinois 60640

Licensee: Ms. Gloria Ortiz

or at any other place the Licensee or Licensor may respectively designate in writing from time to time. Notices shall be in writing and shall be sent first class, registered or certified mail, postage prepaid, with return receipt requested.

- 11. Any failure by Licensor at any time to enforce the terms of this Agreement shall not be deemed a waiver, nor affect or impair the right of Licensor or Licensee at any time to make avail of such remedies as it may have for any breach of any such terms or conditions, notwithstanding such failure to enforce performance.
- 12. No change in the provisions of this Agreement shall be effective unless made in writing and signed by the Licensor and Licensee.
- 13. This Agreement constitutes the entire agreement between the parties.

**LICENSEE:**

**LICENSOR:**

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

By: Javier Alvarez

By: James A. Dyson  
**VICE** Chairman

Attest:

Attest:

Gloria H. Ortiz (gma)  
Secretary

Patricia A. Bunk  
Secretary

Date: MAY 6 - 1999

Approved as to Legal Form:

Robert P. [Signature]  
General Counsel

Date: \_\_\_\_\_