

31896
ADOPTED - BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
JUNE 6, 2013

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

WYCC TRANSMITTER AND ANTENNA LEASE AMENDMENT
AMERICAN TOWERS, LLC
(AMENDMENT TO BOARD REPORT #28236, ADOPTED AUGUST 9, 2007)
WYCC – PBS CHICAGO
KENNEDY-KING COLLEGE

THE CHANCELLOR RECOMMENDS:

that the Board of Trustees authorizes the Chair to execute an amendment to the lease agreement with American Towers, LLC, for the WYCC transmitter and the WYCC antenna atop the John Hancock Center, for the revised period from June 6, 2013 through June 30, 2014, at an additional cost not to exceed \$30,000.

VENDOR: American Towers, LLC-Chicago
Dept. 3326
Carol Stream, Illinois 60132-3326

USER: WYCC-TV20 – Kennedy King College

ORIGINAL TERM:

The term of this agreement commenced on July 1, 2003 and shall end on August 31, 2013.

EXTENDED TERM:

The extended term of the agreement will end on June 30, 2014.

SCOPE OF SERVICES:

WYCC will enter into an amended lease with American Towers, LLC-Chicago (former lessor was Golub & Company; American Towers, LLC-Chicago has assumed the lease) for the WYCC transmitter housed on the 97th floor of the John Hancock Center and the WYCC antenna atop the John Hancock Center. The amendment to the lease is necessary to reflect the new lessor, the extended term of the agreement and the increase in monthly charges due to tax and operating expense escalations required by the lessor.

BENEFIT TO CITY COLLEGES OF CHICAGO:

WYCC is licensed to the City Colleges of Chicago and by law required to broadcast 24 hours per day, 7 days per week. The lease is to secure the transmitter location at the John Hancock Center which allows WYCC to fulfill its license and mission to provide programming and content to the viewing public.

MBE/WBE COMPLIANCE:

The Office of M/WBE Contract Compliance has reviewed the above referenced amendment request and recommends a waiver of the Board Approved Participation Plan due to the nature of the agreement and in turn no opportunities for subcontracting.

GENERAL CONDITIONS:

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 II, Section 2.6.4(b) of the Board Rules for Management and Government.

Ethics – It shall be the duty of each party to the agreement to comply with the applicable Provisions of the Board's Ethics Policy adopted January 7, 1993, and as amended by the Board.

Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year.

FINANCIAL:

Total FY13 – FY14: \$30,000

Charge To: WYCC

Source of Funds: Educational Fund

Respectfully submitted,

**Cheryl L. Hyman
Chancellor**

June 6, 2013 – WYCC-TV20 – Kennedy-King College