THE CHANCELLOR RECOMMENDS:

that the Board of Trustees authorizes the Chair to execute, upon final approval of the General Counsel of the legal form of such agreements, an amendment to the depends upon requirements agreements with Jones Lang LaSalle Midwest, LLC (JLL) and CBRE, Inc. to provide real estate brokerage and consulting services. JLL and CBRE’s compensation shall not exceed five percent (5%) of any property sale price. While CCC will not have any out-of-pocket expenses as a result of these agreements, it is anticipated that total commissions earned by the brokers through sale of CCC property under this agreement shall not exceed $1,200,000 for the period of August 4, 2016 through August 3, 2020.

VENDOR:        Jones Lang LaSalle Midwest, LLC
                200 East Randolph Drive
                Chicago, Illinois 60601

                CBRE, Inc.
                20 North Michigan Avenue, Suite 400
                Chicago, Illinois 60602

USER:          District Wide

ORIGINAL TERM:
The original term of the agreement commenced on August 4, 2016 and expires on August 3, 2018.

AMENDED TERM:
The amended term of the agreement shall commence on August 4, 2016 and expires on August 3, 2020.
**SCOPE OF SERVICES:**
The District will continue to engage JLL and CBRE as its agents for the purpose of locating, evaluating, negotiating and acquiring property on its behalf in the Chicago metropolitan area. These agreements will also continue to provide for the lease and/or sale of property. JLL and CBRE shall perform the services in accordance with applicable professional standards. The District shall refer inquiries to JLL and CBRE and conduct negotiations through JLL and CBRE; but JLL and CBRE have no authority to obligate Principal until expressly authorized in writing by Principal. Each firm will present property-specific proposals to the District, to include commission details and one firm will be selected to exclusively represent the District for said property.

**BENEFIT TO CITY COLLEGES OF CHICAGO:**
These agreements will allow CCC to continue to generate revenue through the marketing and sale of its properties throughout the City of Chicago. It also provides ability for the District, if needed, to pursue the full array of available lease properties that support expanded programming, especially in areas where there are few options for acquisition. This renewal is necessary to ensure that the District is represented through the closing of the sale of the District Office property and until full occupancy of leased administrative office space downtown, as well as for any potential future transactions.

**VENDOR SELECTION CRITERIA:**
The contract being utilized as part of the joint purchasing agreement has been advertised and awarded in accordance with the procurement procedures of the City of Chicago, a sister agency to CCC, under specification #96087, contract amendment #260931, and PO contract #260941 respectively for Real Estate Services. Pursuant to State law, contracts for goods and services procured from another governmental entity are exempt from the District’s competitive bidding requirements.

**MBE/WBE COMPLIANCE:**
The Office of Contract Compliance has reviewed the proposed renewal agreements referenced above. The vendors were selected as the result of a joint purchasing agreement with the City of Chicago, therefore it is recommended that City Colleges continues to accept the MBE/WBE plans provided to the City of Chicago, which includes the vendors’ commitment to meet an MBE goal of 25% and WBE goal of 5% on each subsequent project assignment. It is also therefore recommended that City Colleges waive the balance of CCC’s WBE goal of 2%. The selected vendors’ MBE/WBE plans will be evaluated at the time of subsequent project agreements.

**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 2.7.4(b) of the Board Bylaws.

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 is subject to appropriation in the subsequent fiscal year.

**FINANCIAL**
**Total:** $1,200,000
**Commission:** Not to exceed five percent (5%) of any property sale price or $1,200,000 in total

Respectfully submitted,

Juan Salgado  
Chancellor

August 3, 2018 – Office of Administrative and Procurement Services