

33676

**ADOPTED – BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
MARCH 7, 2019**

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

RESOLUTION

**AUTHORIZING THE EXECUTION OF A FACILITIES USE LICENSE AGREEMENT WITH METRO EDGE KKC
CONTAINER LLC TO OPERATE A DATA CENTER CONTAINER AT KENNEDY-KING COLLEGE
OFFICE OF THE GENERAL COUNSEL**

WHEREAS, Metro Edge KKC Container is a limited liability company with principal headquarters located at 3580 N. Hobart Road, Suite C, Hobart, Indiana 46342 (“Metro Edge”);

WHEREAS, the Board of Trustees of Community College District No. 508 (the “Board”) and Kennedy-King College plan to execute a Facility Use License Agreement (the “Agreement”) between the Board and Metro Edge that permits Metro Edge to occupy approximately 4,000 square feet within the Kennedy-King College U Building (the “Premises”) for the purpose of operating a data center container (the “Container”) for a term of five (5) years at an initial rate of \$48,000 annually; provided that, commencing the second year of the Agreement, such annual rate shall increase by 4.17% each year of the Agreement;

WHEREAS, the term of such Agreement shall be for five consecutive years, with an option to renew, for up to two (2) five consecutive year terms, each at the Board’s sole discretion;

WHEREAS, Metro Edge Fund LLC is the sole owner of Metro Edge KKC Container.

WHEREAS, the owners/investors of Metro Edge Fund LLC are not yet known;

WHEREAS, Metro Edge KKC Container shall provide the Board with a list of all Metro Edge Fund LLC owners/investors within ninety days of execution of the Agreement and the Board shall have the option to object to such owners/investors and have such objectionable owners/investors removed or terminate the Agreement;

WHEREAS, Metro Edge will be responsible for all construction costs related to the installation and removal of the Container; and

WHEREAS, Metro Edge shall obtain the Board’s pre-approval for all construction plans, obtain any necessary permits, provide CCC with insurance against liabilities which may arise related to such work, and ensure all work is in compliance with all relevant laws and regulations pertaining to said construction.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois hereby authorizes the Chancellor or his designee to negotiate and the Chair, upon final approval of the General Counsel of the legal form of such agreement, to execute a Facility Use License Agreement with Metro Edge KKC Container LLC with terms that include:

- (i) Permits Metro Edge to occupy the Premises for a term of five consecutive years with an option to renew, for up to two (2) five consecutive year terms, each at the Board's sole discretion;
- (ii) Requires Metro Edge to pay an initial annual rate for its license of the Premises of \$48,000 per year provided that, commencing the second year of the Agreement, such annual rate shall increase by 4.17% each year of the Agreement;
- (iii) Requires Metro Edge to be responsible for all construction costs related to the installation and removal of the Container;
- (iv) Requires Metro Edge to obtain the Board's pre-approval for all construction plans, obtain any necessary permits, provide CCC with insurance against liabilities which may arise related to such work, and ensure all work is in compliance with all relevant laws and regulations pertaining to said construction;
- (v) Requires Metro Edge to obtain and/or maintain insurance as specified by the Board and to name the Board as an additional insured on such insurance policies;
- (vi) Requires Metro Edge to, within ninety (90) days of executing the Agreement, fully disclose the list of Metro Edge Fund LLC investors to the Board; provide the Board the right to object to any investor and/or owner who might reasonably be considered to, in the Board's sole discretion: (i) pose or result in a conflict of interest under (a) the Board's Rules and Policies as revised or amended, (b) the Board's ethic's policy, as revised or amended; and/or (c) any other policies of the Board, as revised or amended, (ii) result in a violation of the Illinois Community College Act; or (iii) negatively affect the reputation and/or goodwill associated with the Board's name and business;
- (vii) Requires that upon notification of Board's objection to any investor, Metro Edge shall have twenty-one calendar days to remove such investor and/or owner; failure to remove such investor/owner within such twenty-one day period, as determined by the Board in its sole discretion, will provide the Board the option to terminate the Agreement for cause and without liability;
- (viii) Requires Metro Edge to notify the Board, in writing, of any change in its or Metro Edge Fund LLC's investors/ownership within five business days of such change. If Metro Edge fails to notify the Board of any such changes, the Board may terminate the Agreement for cause and without liability; if the Board objects to any change in ownership/investors of Metro Edge or Metro Edge Fund LLC then the objection process set forth in (vii) above shall be applicable with respect to both Metro Edge and Metro Fund LLC.

Respectfully submitted,

**Juan Salgado
Chancellor**

March 7, 2019 – Kennedy-King College