

**34627**

**ADOPTED – BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 508  
NOVEMBER 3, 2022**

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

**RESOLUTION**

**AUTHORIZING A FACILITIES USE LICENSE AGREEMENT WITH THE CITY OF CHICAGO’S OFFICE  
OF EMERGENCY MANAGEMENT AND COMMUNICATIONS (OEMC)  
OFFICE OF ADMINISTRATIVE AND PROCUREMENT SERVICES  
(RATIFICATION)**

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220 et seq., as amended, authorizes public agencies to enter into agreements and contracts to perform any governmental service, activity, or undertaking authorized by law upon approval of their respective governing bodies; and

**WHEREAS**, since August 31, 2022, the State of Texas has transported hundreds of asylum-seeking families and individuals (“New Arrivals”) to Chicago with no official advance notice and with no coordination with the State of Illinois or the City; and

**WHEREAS**, on September 14, 2022, Governor J.B. Pritzker issued an emergency disaster proclamation in order to use emergency powers to meet the needs of the New Arrivals; and

**WHEREAS**, the OEMC has the authority, under Section 2-29-040 of the Municipal Code of Chicago, to negotiate and execute on behalf of the City memoranda of understanding and mutual aid agreements with other governmental units, non-profit and volunteer groups, and private parties to obtain personnel assistance and resources in disasters; and

**WHEREAS**, there is an immediate need for wrap-around services for the New Arrivals; and

**WHEREAS**, the City desires to use certain portions of the Arturo Velasquez Institute as a multi-agency resource center (“**MARC**”) to temporarily provide such services, and the District has agreed to grant the City the right to use and occupy those portions of the Arturo Velasquez Institute on a temporary basis in accordance with the terms and conditions in the Facilities Use License Agreement, included as Exhibit A.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of Community College District No. 508 ratifies and authorizes the Chancellor to execute the Facility Use License Agreement, attached hereto as Exhibit A, commencing October 20, 2022 through March 22, 2023 and grants the Chancellor the authority to extend such agreement for consecutive periods of one (1) week each for a period no later than September 22, 2023

**November 3, 2022 – Office of Administrative and Procurement Services**

## FACILITIES USE LICENSE AGREEMENT

This **FACILITIES USE LICENSE AGREEMENT** (this “*Agreement*”) is made and entered into as of October 20, 2022 (the “*Effective Date*”), by and between the City of Chicago, an Illinois municipal corporation (“*City*”), acting by and through its Office of Emergency Management and Communications (“*OEMC*”), and the Board of Trustees of Community College District No. 508, commonly known as City Colleges of Chicago (“*CCC*”).

### RECITALS

**WHEREAS**, CCC is the owner of Arturo Velasquez Institute, a satellite location of Richard J. Daley College, located at 2800 South Western Avenue, Chicago, IL 60640 (the “*Facility*”); and

**WHEREAS**, since August 31, 2022, the State of Texas has transported hundreds of asylum-seeking families and individuals (“*New Arrivals*”) to Chicago with no official advance notice and with no coordination with the State of Illinois or the City; and

**WHEREAS**, on September 14, 2022, Governor J.B. Pritzker issued an emergency disaster proclamation in order to use emergency powers to meet the needs of the New Arrivals (“*Proclamation*”); and

**WHEREAS**, the Proclamation enables the Illinois Emergency Management Agency and other state agencies, in close coordination with Chicago, Cook County, and other local governments, to ensure the New Arrivals receive the assistance they need, including transportation, emergency shelter and housing, food, health screenings, medical assessments, treatments, and other necessary care and services; and

**WHEREAS**, the OEMC has the authority, under Section 2-29-040 of the Municipal Code of Chicago, to negotiate and execute on behalf of the City memoranda of understanding and mutual aid agreements with other governmental units, non-profit and volunteer groups, and private parties to obtain personnel assistance and resources in disasters; and

**WHEREAS**, the CCC wishes to further coordinate with the City, Cook County, and other local governments to meet the New Arrivals’ continuing and immediate needs; and

**WHEREAS**, there is an immediate need for wrap-around services for the New Arrivals, and the City desires to use certain portions of the Facility for a multi-agency resource MARC (“*MARC*”) to temporarily provide same.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Grant. In accordance with the Proclamation and subject to the terms and conditions set forth herein, CCC hereby grants to the City the right to use the MARC for the sole purpose of providing wrap-around services (the “Services”), as further described in Exhibit B, for the New Arrivals (the “License”). The City shall have exclusive use of the MARC during the Term, and the City's right to use the MARC shall include rights of ingress and egress across the Facility. The License granted hereunder extends to, and the City shall be responsible for, its agents, employees, contractors, subcontractors, consultants, and any other parties who enter the MARC at the City’s direction or with the City’s consent (collectively, “**Agents**”). CCC reserves the right to access the MARC for staff to meet Facility needs. The City shall be responsible for ensuring that all Agents comply with the City’s obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by the City. This License is subject to all easements, encroachments, covenants, restrictions of record and not shown of record, and any other title encumbrances or defects affecting the MARC. This License is non-assignable.

3. Term. The term of this Agreement shall commence on the Effective Date and continue until March 22, 2023 (as such period may be extended, the “**Term**”). The City and CCC may mutually agree to extend the Term for consecutive periods of one week each for an aggregate Term period not to exceed September 22, 2023. Each party reserves the right to terminate this Agreement with prior written notice to the other of at least seven (7) days.

4. CCC Responsibilities. CCC shall be responsible for Facility management of the MARC during the Term including the following:

- (a) Facilitating loading and unloading of supplies and equipment by providing access to loading dock
- (b) Providing internet and phone access, where available (e.g., existing CCC wireless)
- (c) All utilities (electricity, water, heat) and ensuring facility is functional / overall facility needs
- (d) Routine janitorial services (not including the supplies needed to stock the restrooms in use within the MARC operations area)
- (e) Waste removal and disposal
- (f) Providing up to 150 chairs and 50 tables (varying size)

5. City Responsibilities. The City and its Agents, including third-party service providers, shall be responsible for operating the MARC and providing the following:

- (a) All supplies and equipment related to the operation of the MARC, to include paper, as well as janitorial supplies and feminine hygiene products (to stock that restrooms that will be part of the MARC)
- (b) Installing and maintaining signage and temporary barriers at areas #3 and #4, as well as security staffing at areas #1, #2, #3 and #4, to secure all interior areas and points of ingress/egress and prevent invitees from entering areas outside of the MARC
- (c) Coordinating with CPD regarding any security and safety issues at the MARC
- (d) Transporting new arrivals to/from the MARC, as necessary
- (e) Securing the North Parking Lot for use by MARC staff parking as well as bus drop off point for new arrivals
- (f) Providing snow removal for the North Parking Lot and associated sidewalks and pathways leading to the building entrance therefrom
- (g) All IT equipment (e.g., laptops, printers, wireless hotspots, etc.)

6. Additional Covenants Regarding Use. The City covenants and agrees that the City, its Agents, and Invitees:

- (a) shall not consume, possess, exhibit, sell or offer for sale, nor permit its agents, employees, guests or invitees to consume, possess, exhibit sell or offer for sale, any alcoholic or intoxicating beverages on or around the Facility.
- (b) shall fully comply with all applicable laws, ordinances and governmental regulations and shall not make any use of the Facility which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Facility building or building complex.
- (c) understand that under the Illinois Firearm Concealed Carry Act, individuals, even licensed firearm owners with a concealed carry permit, are prohibited from carrying or storing a firearm or weapon on City Colleges of Chicago property.
- (d) agrees to comply with CCC's Ethics Policy with any amendments adopted thereafter. A copy of CCC's Ethics Policy can be found at [www.ccc.edu](http://www.ccc.edu).
- (e) shall not display, inscribe, paint, print, maintain or affix on any place in or about the exterior of the Facility, building or building complex any sign, notice legend, direction, figure or advertisement unless the City has in each

instance, first obtained the written consent of CCC, or such person or persons as CCC may from time to time, designate in writing.

- (f) the City shall, at its own cost and expense, procure each and every permit, license, certificate or other authorization and any renewals, extensions or continuances of the same required in connection with the lawful and proper use of the Facility.
- (g) Licensee shall enforce any “No Smoking” rules and regulations applicable to the Facility, including the MARC and North Parking Lot.
- (h) Children may not be left unattended and must be supervised at all times at the Facility, including the MARC and North Parking Lot.

7. Designated Representatives: The City and CCC shall each designate a representative to manage and coordinate their respective activities at the MARC.

8. Insurance.

(a) During the Term of this Agreement, CCC, at its sole cost and expense, shall carry and maintain comprehensive general liability insurance, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence with a general aggregate minimum limit of Three Million Dollars (\$3,000,000). In addition, CCC shall keep and maintain Workers' Compensation Insurance providing limits and coverages not less than those required by statute in Illinois. CCC shall provide the City with certificates of insurance evidencing the existence of the coverage described above.

(b) The City is self-insured and self-administered for General Liability and Workers' Compensation. Upon request from CCC, the City shall provide to CCC a certificate of insurance or other information reasonably requested by CCC evidencing that the City is self-insured. The City shall require all of its contractors and subcontractors to maintain appropriate insurance coverage.

9. Indemnification. The City shall indemnify, defend (through an attorney reasonably acceptable to CCC) and hold CCC, its trustees, officers, employees, agents and representatives (collectively, the “*CCC Parties*”), harmless from and against any and all liabilities, losses, damages, causes of action, suits, claims, judgments or expenses, including reasonable attorneys' fees and court costs and expenses (collectively, “*Claims*”), arising out of or relating in any way, directly or indirectly, from the use or occupancy of any part of the Facility or the use of any CCC services (“*Services*”) by the City or any of the City’s Agents or invitees (including without limitation any persons the City permits or causes to occupy any beds in the temporary shelter) (collectively, “*Invitees*”) made or asserted by any third parties (including any employees of CCC) for bodily injury, sickness, disease, death or damage to property, by reason of or incident to the City’s or its Invitees’ use of the Facility or Services, excluding Claims arising from the negligence or willful misconduct of CCC Parties or a breach of CCC’s obligations under this Agreement. CCC shall have the right, at its sole option, to participate in the defense of any such Claims, without relieving the City of its obligations hereunder. CCC shall promptly provide to the City copies of

any notices CCC may receive of any Claims for which CCC Parties are entitled to indemnification hereunder, and shall promptly give the City Parties authority, information, and assistance for the defense of any such Claims.

10. Assumption of Risk and Waiver of Claims. The City shall be responsible for all loss or damage to any materials, equipment, supplies and any other personal property of the City or its Agents and or Invitees situated in, on or about the designated MARC (collectively, "**Personal Property**"), and the City assumes all risk of loss or damage to such Personal Property and agrees to hold CCC harmless from and against such loss or damage, except to the extent such loss or damage arises out of the willful or wanton misconduct of CCC, its employees, agents or representatives.

The City agrees to assume all risk of loss or damage to any Personal Property in, on or about the MARC, and CCC shall not in any manner be responsible therefor. CCC shall not have any liability to the City, and the City hereby releases and discharges CCC from, any claims, demands or causes of action for losses caused by the City's use of the Facility in connection with this Agreement, except to the extent such losses arise out of the willful and/or wanton misconduct of CCC, its employees, agents or representatives.

11. Obligation to Restore the MARC. At the end of the Term, the City shall promptly restore the MARC to the condition existing as of the Effective Date, and shall remove all personal property, trash, wastes and debris placed on the MARC by the City or its Agents.

12. Notices. All notices given under this Agreement may be provided by one of the following means: (1) certified or registered U.S. mail; (2) overnight delivery by a nationally-known delivery service; (3) same-day delivery by a messenger service; (4) in person; or (5) via email to the attention of the officers or officials set forth below or their replacements .

Notice to the OEMC shall be addressed to:

Office of Emergency Management and Communications  
1411 West Madison  
Chicago, Illinois 60607  
Attn: Executive Director

With a copy to:

City of Chicago  
Department of Law  
121 N. LaSalle Avenue -Suite 600  
Chicago, Illinois 60601  
Attn: Deputy Corporation Counsel, Real Estate and Land Use Division

Notice to CCC shall be addressed to:

City Colleges of Chicago  
Office of the Chancellor

180 N. Wabash Avenue - Suite 200  
Chicago, Illinois 60601  
Attn: Chancellor

With a copy to:

City Colleges of Chicago  
Office of the General Counsel  
180 N. Wabash Avenue - Suite 200  
Chicago, Illinois 60601  
Attn: General Counsel

13. No Liens. The City shall not cause or permit any lien or encumbrance, whether created by act of the City or its Agents, operation of law or otherwise, to attach to or be placed upon CCC's title or interest in the MARC. In case of any such lien attaching, the City shall immediately pay and remove such lien. If the City fails to pay and remove any lien, CCC, at CCC's election, may, but is not obligated to, pay and satisfy same, and all sums so paid by CCC shall be reimbursed by the City within fifteen (15) days of notice of such payment with interest from the date of notice at the rate of 12% per annum.

14. No Representations or Warranties. CCC makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the MARC or the suitability of the MARC for any purpose whatsoever. The City, on behalf of itself and its Agents, agrees to enter upon the MARC in the MARC's "as is," "where is" and "with all faults" condition and at its own risk

15. Compliance with All Laws. The City and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "**Laws**"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

16. Permits. Prior to entering the MARC, the City must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to operate the MARC.

17. Amendment. This Agreement may not be amended, extended or modified without the written consent of the parties hereto.

18. Captions. The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

19. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

21. No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

22. Time is of the Essence. Time is of the essence for all obligations and deadlines contained in this Agreement.

23. Assignment. This Agreement may not be assigned by the City.

24. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

25. Severability. If any provision of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, it shall not affect the enforceability of any other provision.

26. Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles.

*(Signature Page Follows)*



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

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

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Walter E. Massey, Chair

By: \_\_\_\_\_  
Richard Guidice, Executive Director  
Office of Emergency Management  
and Communications

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

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

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Karla Mitchell Gowan  
General Counsel

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

**EXHIBIT A**

**DEPICTION OF MARC AND NORTH PARKING LOT**

(Attached)

Shaded areas within the drawings on the following three pages represent the MARC locations within the Facility:

**Page 1.**

- The North Lot: shaded in green
- Restrooms adjacent to the North Lot: shaded in orange
- Corridor from the North Lot past the Classrooms: shaded in yellow
- Classrooms: shaded in blue
  - 1303
  - 1304
  - 1305
  - 1306

**Page 2.**

- Corridor past the Classrooms Leading to the Conference Center shaded in yellow
- Restrooms adjacent to the Conference Center: shaded in orange
- The Conference Center shaded in purple

As provided in Section 5.B(ix), invitees shall not be permitted beyond the barriers located on the locations marked #3 and #4 in red. To that end, the City will erect and secure temporary barriers at locations #3 and #4 and provide security staffing during operating hours to ensure that Invitees remain within the temporary barriers. The City shall also provide security staffing at the entrance to the North Lot (#1 in red), and entrance to the Facility (#2 in red) to ensure ingress and egress for the City, its Agents, and Invitees is only through the door at location #2.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**(City to insert narrative of services intended to occur onsite)**

**DAYS AND HOURS OF USE:**