

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1188426
Vendor Name: Village of Glen Ellyn, Illinois
Invoice Number: 4722-1
Invoice Date: 8/15/2022
PO Number:
Check Number: E0091474
Check Amount: \$ 30,000.00
Check Date: 09/16/2022
Voucher Number: V0750470
Document Type: AP Invoice

Document Below

Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: 8/16/2022 Vendor ID: 1188426 Vendor Name: Village of Glen Ellyn
 Payee Address: 535 Duane Street Glen Ellyn, IL 60137 Payment Due Date: _____

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
4722	01-40-00435-5601001	Rental Facility	15,000.00
Total			\$ 15,000.00

Check the appropriate box below:

- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

College of DuPage license fees for 7/1/2022 through 6/30/2023

Other Instructions:

All requests will require the following approvals:

Requester: Maki J ursinic Digitally signed by Maki J ursinic
Date: 2022.08.16 11:35:24 -05'00' Print Name: Maki J ursinic
 Budget Officer: Daniel Deasy Digitally signed by Daniel Deasy
Date: 2022.08.18 12:10:26 -05'00' Print Name: Dan Deasy

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Area Administrator (only required if request is \$5,000 and over): Joseph Cassidy Digitally signed by Joseph Cassidy
Date: 2022.08.22 10:26:45 -05'00' Print Name: Joe Cassidy

Area Cabinet Officer (only required if request is \$10,000 and over): Mark Curtis-Chavez Digitally signed by Mark Curtis-Chavez
Date: 2022.08.22 10:38:57 -05'00' Print Name: Mark Curtis-Chavez

Board Approval Date (only required if request is \$25,000 and over): _____

Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), invoicing@cod.edu

Check Request Form (*cont.*)

Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

**VILLAGE OF GLEN ELLYN**

535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137
630-469-5000

INVOICE

Invoice Date	Invoice No.
08/15/2022	4722
Customer Number	
9297	
Invoice Total Due	
\$30,000.00	
Payment Terms	
Due upon receipt	

COLLEGE OF DUPAGE-ACCOUNTS PAYABLE
ATTN: JOE CASSIDY
425 FAWELL BV
GLEN ELLYN, IL 60137

For/Location: COD LICENSE FEE
07/01/22-06/30/23

50% (\$15,000 to department 00434, and
another 50% (\$15,000 to department
00435

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
COD LICENSE FEE 07/01/22-06/30/23			0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00
Please put Invoice Number on your check. Make Checks Payable to: Village of Glen Ellyn					Invoice Total:	\$30,000.00	

ORIGINAL
COPY

**COLLEGE OF DuPAGE
SPECIAL BOARD MEETING**

BOARD APPROVAL

1. SUBJECT

License Agreement for the Property Known 535 Duane Street, Glen Ellyn, Illinois

2. REASON FOR CONSIDERATION

The College is pursuing the establishment of an Innovation Center. Highly suitable space for the Innovation Center has been identified as available in the Glen Ellyn Civic Center. It is appropriate to seek the approval of the College's Board of Trustees for the execution of an agreement for the College's long-term use of the Civic Center space.

3. BACKGROUND INFORMATION

On October 26, 2017, the Board of Trustees of the College adopted a resolution calling for the formation of Innovation DuPage. The purpose of Innovation DuPage will be to promote business and general economic development in Community College District 502. It will possess the capabilities of both a business incubator and accelerator.

Innovation DuPage is expected to collaborate with the following entities:

- College of DuPage and its Center for Entrepreneurship
- Choose DuPage/Rev3
- Benedictine University
- Elmhurst College
- Village of Glen Ellyn

Innovation DuPage will coordinate and focus the efforts of its partners to help small businesses establish themselves and grow.

Innovation DuPage will be housed in an "Innovation Center." As previously discussed with the Board, the Glen Ellyn Civic Center at 535 Duane Street has been identified as an ideal location for the Innovation Center. The Civic Center is close to the College and its resources, centrally situated in District 502, and is easily accessible, particularly by rail. Approximately 8,200 square feet of space within the Civic Center has been vacated by the Village's Police Department due to the construction of a separate Police Department facility. The vacated space can be renovated to accommodate the Innovation Center.

On July 20, 2017, the Board of Trustees authorized the College to reimburse the Village of Glen Ellyn for the cost of architectural services to study the feasibility and ascertain the cost of renovating the space in the Glen Ellyn Civic Center previously occupied by the Glen Ellyn Police Department for the Innovation Center. The study found that the space can effectively accommodate the Innovation Center. The estimated cost of the renovation project is \$2.0 million.

On November 13, 2017, the Board of Trustees of the Village of Glen Ellyn approved the execution of the attached license agreement for the College of DuPage's use of the 8,200 square feet of currently vacant space (and associated common area space) in the Glen Ellyn Civic Center that was the subject of the aforementioned architectural study. Major features of the license agreement include:

- Initial ten-year term with options for two additional five-year terms.
- Through the fifth year of the license, payment of a \$30,000 annual license fee to cover operating costs (i.e., utilities, custodial service, alarm service, refuse collection, general building maintenance, and insurance costs). This annual fee is discounted in recognition of the College's capital investment in the building.
- Beginning in the sixth year of the license, an increased annual license fee of \$55,000 to cover operating costs. After the sixth year of the license, the license fee will increase by the change in the consumer price index or 3%, whichever is less.
- If the Village terminates the lease prior to the 18th year, the Village will reimburse the College for its capital investment. The reimbursement would be decreased by \$100,000 for each year of the lease that has expired.

Currently, the lease of space for the Center for Entrepreneurship at 2525 Cabot Drive in Lisle will expire in April of 2018. The College is working with the landlord to extend the lease through the date when the Center for Entrepreneurship can occupy its new space in the Glen Ellyn Civic Center.

4. RECOMMENDATION

That the Board of Trustees authorize the Board Chair, the President, or Vice President for Administration and Treasurer (CFO) to execute the attached License Agreement for Property Known 535 Duane Street, Glen Ellyn, Illinois.

Staff Contacts: Brian W. Caputo, VP for Administration and Treasurer (CFO)
Joseph C. Cassidy, Dean, Continuing Education & Extended Learning
John F. Kness, General Counsel

SIGNATURE PAGE

**LICENSE AGREEMENT FOR
THE PROPERTY KNOWN 535 DUANE STREET,
GLEN ELLYN, ILLINOIS**

ITEM(S) ON REQUEST

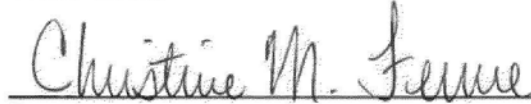
THAT THE BOARD OF TRUSTEES AUTHORIZES THE BOARD CHAIR, PRESIDENT, OR VICE PRESIDENT FOR ADMINISTRATION AND TREASURER (CFO) TO EXECUTE THE ATTACHED LICENSE AGREEMENT FOR PROPERTY KNOWN 535 DUANE STREET, GLEN ELLYN, ILLINOIS.



BOARD CHAIR

12/14/17

DATE



SECRETARY

12-14-17

DATE

**A LICENSE AGREEMENT FOR THE
PROPERTY KNOWN 535 DUANE STREET,
GLEN ELLYN, ILLINOIS**

THIS LICENSE AGREEMENT is made and entered into by and between the VILLAGE OF GLEN ELLYN OF DUPAGE COUNTY, ILLINOIS, a municipal corporation, hereinafter referred to as "VILLAGE" and COMMUNITY COLLEGE DISTRICT 502, commonly known as the COLLEGE OF DUPAGE, an Illinois not-for-profit community college, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, VILLAGE owns a certain property in DuPage County commonly known as 535 Duane Street; Glen Ellyn, Illinois; and

WHEREAS, there is located on said property a building commonly known as the Civic Center; and

WHEREAS, LICENSEE desires to occupy and use approximately 8,200 square feet, plus approximately 1,500 square feet of common area space of the Civic Center as well as other meeting room space on a limited basis as its office headquarters for Innovation DuPage consisting of the Center for Entrepreneurship (the Small Business Development Center, the Procurement Technical Assistance Center, the Illinois Trade Center, Business Solutions), and Choose DuPage (Rev 3); and

WHEREAS, VILLAGE and LICENSEE desire to engage in a License Agreement for the use of a portion of the Civic Center property, hereinafter referred to as "**LICENSED PREMISES**;" and

WHEREAS, VILLAGE is authorized to issue a license for any activity reasonably connected with VILLAGE purposes; and

WHEREAS, engaging with LICENSEE aids in growing VILLAGE's economic development efforts and is an example of the benefits to be derived from intergovernmental cooperation envisioned by Art. 7, §10, of the Constitution of the State of Illinois; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1.00 LICENSE GRANTED

1.01 Purpose: LICENSEE is authorized to occupy and utilize the LICENSED PREMISES, for the benefit of Innovation DuPage.

1.02 Licensed Premises: The LICENSED PREMISES shall consist of approximately 8,200 square feet, plus approximately 1,500 square feet of common area space including new bathrooms and lobby space for the new Innovation DuPage space on the first floor and new entrance and hallway space on the 2nd floor of the Civic Center as well as other meeting room space on a limited basis as defined as:

a. Room 301: LICENSEE will have primary use of this space except for Mondays.

b. 2nd Floor Conference Room: LICENSEE and VILLAGE will share this room through a room scheduling system as provided by the VILLAGE.

c. 1st Floor Conference Room in Planning and Development: VILLAGE will have primary use of this space, but share space after normal business hours defined as 8am to 5pm

d. Other Public Meeting Rooms: VILLAGE is willing to provide additional meeting space as LICENSEE may need from time to time as the VILLAGE would provide to any other outside group.

For the purposes of this section, primary use means that the VILLAGE or LICENSEE will have the ongoing right to sole occupancy and to utilize these identified rooms, however, if the primary user does not require use of the rooms, it will make them available to other parties if requested and as appropriate.

- 1.03 Use of Parking Areas and Driveways: LICENSEE shall have use of shared parking spaces on the premises and in any shared parking lots available for public parking.
- 1.04 Condition of Licensed Premises: LICENSEE accepts the LICENSED PREMISES in the condition it exists as of the date of this agreement and with those exceptions as noted in section 5.01 of this agreement, and further agrees to make no demands on the VILLAGE for any improvements, modifications or alterations.
- 1.05 License Fee: LICENSEE shall pay a monthly license Fee of, \$30,000 annually or \$2,500 per month, to VILLAGE for use of the LICENSED PREMISES. This fee covers the shared costs for utilities, custodian, alarm fees, refuse collection, general building maintenance, and insurance costs. Beginning in year six (6) of this license agreement, LICENSEE's contribution will increase to incorporate a \$25,000 (\$55,000 total) fee for building and parking maintenance costs. This fee will increase annually by the consumer price index in for all urban consumers in the Chicago-Gary-Kenosha area for "all items less food and energy" or 3%, whichever is less. The license fee shall be reviewed every five years to ensure the fee is accurately covering VILLAGE expenses incurred annually. The Village Manager of Glen Ellyn and President of College of DuPage shall have the authority to make mutually agreeable revisions to this fee without amendment to this License.
- 1.06 Term: This agreement shall be for a term of ten (10) years commencing on a final building inspection approval issued by the Village of Glen Ellyn and ending on that same date in 2028, with two five (5) year renewable options. If LICENSEE wishes to renew this agreement for an additional five-year term, under the same terms and conditions of this License, the LICENSEE shall send a written request to the Village Manager at least ninety (90) days prior to the expiration of the original term. The Village Board will consider whether it wishes to approve the requested extension under the existing terms or to offer alternate terms and conditions. Alternate terms must be presented in writing to LICENSEE at least one hundred and eighty (180) days prior to the date of termination in 2028. Unless a new License is approved, the License shall terminate on its expiration date.
- 1.07 Third-Party Beneficiary: Innovation DuPage is a third-party beneficiary to this Agreement and is entitled to the rights and benefits under this Agreement, and may enforce the provisions of it, as if Innovation DuPage were a party.
- 2.00 LICENSEE RIGHTS
- 2.01 Coordination and scheduling: LICENSEE shall have responsibility for scheduling all activities on the LICENSED PREMISES.
- 2.02 Use Limits: LICENSEE shall use the Civic Center for Innovation DuPage and manage the entire LICENSED PREMISES. Uses in the building and on the property shall at all times be in accordance with the Building and Zoning Codes of the Village.
- 2.03 Sub-license: LICENSEE shall have the authority to sub-license any area of the LICENSED PREMISES to Innovation DuPage and Innovation DuPage partners and entities related to Innovation DuPage, by mutual consent of the LICENSEE and VILLAGE, but no other entity. The authority to

sub-license is not intended to create profits for the LICENSEE or any SUB-LICENSEE. Any revenues obtained through sub-licenses in excess of the license fee of \$30,000 annually shall be split with the VILLAGE receiving fifty percent (50%) of such excess revenues.

2.04 Improvements: LICENSEE will, at its expense, make or construct or cause to be constructed alterations, repair or other improvements to the LICENSED PREMISES, with written consent of the Village Manager.

2.05 Signs: LICENSEE shall obtain necessary sign permit(s) and shall only erect signage in full conformance with the Village Sign Code. LICENSEE shall pay costs related to the erection and maintenance of any sign.

2.06 Security: LICENSEE may, at its expense, install any legal security system or equipment designed for the purpose of protecting LICENSEE'S property (trade fixtures/personal property) from theft, burglary, vandalism, some or fire. Expenses for maintaining or repairing any such system or equipment, or any false alarm charges related thereto, shall be paid by LICENSEE.

3.00 LICENSEE RESPONSIBILITIES

3.01 Compliance with Laws: LICENSEE shall comply with all applicable municipal, county and Village ordinances, with state and federal laws and regulations, and with all Village rules and regulations now in force or hereafter promulgated. LICENSEE shall obtain from the appropriate regulatory authority all necessary permits prior to beginning the operation of the LICENSED PREMISES or the construction of any improvements permitted under Section 2.04. LICENSEE shall fully comply with any requirements for commission, board or zoning reviews required by any action proposed by them. LICENSEE shall also obtain a certificate of occupancy.

3.02 Payment and Collection of Taxes: LICENSEE shall collect and pay any sales tax or other required taxes in connection with the operation of the LICENSED PREMISES. The parties believe and intend that this LICENSE AGREEMENT will not result in obligation of the LICENSEE to pay any real estate taxes regarding the LICENSED PREMISES. If real estate taxes are assessed against the LICENSED PREMISES or the LICENSEE'S interest or use of the LICENSED PREMISES, the LICENSEE shall pay such taxes. In the event that the property or this license shall be subject to real estate taxes, however, the LICENSEE may cancel this license agreement on thirty (30) days' notice, but it shall be responsible for all obligations, including incurred real estate taxes associated with its period of occupancy.

3.03 Disorderly Persons: LICENSEE shall not allow any disorderly person to remain on the LICENSED PREMISES.

3.04 Illegal Activities: LICENSEE shall not permit any illegal activity to be conducted upon the LICENSED PREMISES and shall promptly notify the VILLAGE'S Police Department to assist in the removal of disorderly persons if necessary.

3.06 Habitation: LICENSEE shall not use the LICENSED PREMISES for living quarters.

3.07 General Maintenance: LICENSED PREMISES INSPECTION: The Village will inspect LICENSED PREMISES on a periodic basis and may require reasonable upkeep to the property and Village will perform an annual fire safety inspection.

3.08 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for all IT Services, internet services, cable, wireless services and telephone service to the LICENSED PREMISES.

- 3.09 Safety: LICENSEE shall be solely responsible for the safety of all persons working on or utilizing the LICENSED PREMISES and for ensuring that the LICENSED PREMISES is maintained at all times in a reasonably safe condition. LICENSEE shall promptly correct any unsafe condition or practice under its control and shall promptly notify the VILLAGE of any such condition under the VILLAGE'S control. Until the unsafe condition or practice is corrected, the affected area shall be closed to the public. LICENSEE shall make reasonable efforts to obtain emergency medical care for any person requiring such care as a result of illness or injury occurring on the LICENSED PREMISES. LICENSEE shall also use its best efforts to fully cooperate with the VILLAGE in the investigation of any illness, injury or death occurring on the LICENSED PREMISES, including providing a prompt written report thereof to the Village Manager.
- 3.10 Hours of Operation: LICENSEE shall advise the VILLAGE, in writing, of the planned hours of operation of the LICENSED PREMISES, and shall further advise, in writing, of any changes to the hours of operation on a timely basis, but at least forty-eight (48) hours prior to any change.
- 4.00 **VILLAGE RIGHTS**
- 4.01 Easements: The VILLAGE reserves the right to establish, grant or utilize easements or rights-of-ways over, under, along and across the LICENSED PREMISES where there are no buildings, for utilities or public access to any portion of the property, provided that the VILLAGE shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the LICENSED PREMISES.
- 4.02 Future Building Improvements: The VILLAGE reserves the right to make improvements, repurpose, sub-lease, and maintain as the VILLAGE sees fit any portion of the building other than the LICENSED PREMISES.
- 4.03 Building Access: The VILLAGE reserves the right to have full access to all licensed areas in the building to perform general inspections and maintenance per this agreement.
- 5.00 **VILLAGE RESPONSIBILITIES**
- 5.01 Habitability: The VILLAGE will deliver the LICENSED PREMISES as is, as outlined in Exhibit A attached to this agreement, subject to renovations to be designed and constructed on the LICENSED PREMISES, to be paid for by the LICENSEE.
- 6.00 **HOLD HARMLESS AND INDEMNIFICATION**
- 6.01 Indemnification. Each Party (the "Indemnifying Party") shall defend, indemnify and hold the other Party (the "Claiming Party") harmless against and in respect of any damage, loss, liability, cost or expense, including expert witness fees and reasonable attorneys' fees, whether or not recoverable under applicable state law, resulting or arising from or incurred in connection with:
- a) any misrepresentation, breach of warranty, or nonfulfillment or nonperformance of any agreement on the part of the Indemnifying Party under this Agreement; and
 - b) any actions, suits, proceedings, damages, assessments, judgments, costs or expenses incident to any of the foregoing.
- 6.02 Foreclosure: LICENSEE shall defend, indemnify and hold harmless the VILLAGE from all damages, suits liabilities, costs and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by any mechanic, laborer or material man, in action for foreclosure of mechanic's liens filed upon the LICENSED PREMISES as a result of providing labor or materials thereon at the

request of LICENSEE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, LICENSEE shall promptly obtain full release and satisfaction thereof through payment of all sums due thereon, provided LICENSEE was given timely notice of such lien or claim and a reasonable opportunity to defend said suit or claim.

- 6.03 Acts of God: The LICENSEE shall not be responsible for any damages, losses, claims of liabilities created by any act of God, such as, but not limited to, flood, earthquake, wind, rain or storm, or created by forces beyond the control of the LICENSEE.

- 6.04 Personal Injury, Death or Property Damage – Indemnification by VILLAGE: VILLAGE shall defend, save, indemnify, keep and hold harmless the LICENSEE and all of its elected officials, officers, servants, agents and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees or contractors of VILLAGE or the LICENSEE, on account of personal injury, sickness, death or property damage arising out of VILLAGE'S rights, responsibilities or actions under this Agreement, when caused by an act or omission to act on the part of VILLAGE or its agents, servants, employees or contractors, subject to defenses available under the Illinois Tort Immunity Act, that allegedly constitutes, without limitation:

- a. Negligence;
- b. Creation or maintenance of a dangerous condition on LICENSED PREMISES;
- c. Intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgment or settlement against the LICENSEE or any of its elected officials, officers, agents or employees by reason of any aforementioned acts or omissions, VILLAGE shall pay on behalf of the party required to pay in an amount equal to the judgment or settlement; and for all related costs and expenses, provided timely notice of the suit or claim giving rise to the judgment or settlement was given to VILLAGE and VILLAGE was given a reasonable opportunity to defend the suit or claim.

- 6.04 (a) Personal Injury, Death or Property Damage – Indemnification by LICENSEE: LICENSEE shall defend, save, indemnify, keep and hold harmless the VILLAGE and all of its elected officials, officers, servants, agents and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees or contractors of VILLAGE or the LICENSEE, on account of personal injury, sickness, death or property damage arising out of LICENSEE'S rights, responsibilities or actions under this Agreement, when caused by an act or omission to act on the part of LICENSEE or its agents, servants, employees or contractors, subject to defenses available under the Illinois Tort Immunity Act, that allegedly constitutes, without limitation:

- a. Negligence;
- b. Creation or maintenance of a dangerous condition on LICENSED PREMISES;
- c. Intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgment or settlement against the VILLAGE or any of its elected officials, officers, agents or employees by reason of any aforementioned acts or omissions, LICENSEE shall pay on behalf of the party required to pay in an amount equal to the judgment or settlement; and for all related costs and expenses,

provided timely notice of the suit or claim giving rise to the judgement or settlement was given to LICENSEE and LICENSEE was given a reasonable opportunity to defend the suit or claim.

- 6.05 Foreclosure: VILLAGE shall defend, indemnify and hold harmless the LICENSEE from all damages, suits liabilities, costs and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by any mechanic, laborer or material main in action for foreclosure of mechanic's liens filed up the LICENSED PREMISES as a result of providing labor or materials thereon at the request of the VILLAGE. In the event a judgment or settlement is rendered in favor of the clamant in any such action, VILLAGE shall promptly obtain full release and satisfaction thereof through payment of all sums due thereon, provided VILLAGE was given timely notice of such lien or claim and a reasonable opportunity to defend said suit or claim.

- 6.06 Acts of God: The VILLAGE shall not be responsible for any damages, losses, claims of liabilities created by any act of God, such as, but not limited to, flood, earthquake, wind, rain or storm, or created by forces beyond the control of the VILLAGE.

7.00 DESTRUCTION OF THE LICENSED PREMISES

- 7.01 Election by the Village: If the LICENSED PREMISES are totally or partially destroyed by fire, earthquake, flood, storms, insurrection, riot, public disorder or any other casualty, the VILLAGE may, at its option, either restore the LICENSED PREMISES or terminate this Agreement without penalty or payment of licensee of renovation costs. If the VILLAGE elects to restore the LICENSED PREMISES, this Agreement shall continue in full force and effect, except that the License operations may, as determined by the VILLAGE, be suspended during the period of restoration. LICENSEE shall cooperate in the restoration of the LICENSED PREMISES by vacating and removing therefore all trade fixtures and personal property for such periods as are required for the restoration.

8.00 INSURANCE

- 8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of the Agreement polices of personal property, liability and if applicable, workers' compensation and employer's liability insurance. The College of DuPage subscribes to the Illinois Community College Risk Management Consortium and will provide proof of ongoing coverage. The amount of personal property insurance shall be adequate to cover all of the personal property owned by the LICENSEE, and no claim shall be made against the Village for destruction of personal property which would be covered under such insurance. The amount of general liability insurance shall not be in an amount of less than One Million Dollars (\$1,000,000.00) per occurrence or in the aggregate.
- 8.02 Additional Insured: LICENSEE shall obtain endorsements specifically naming the VILLAGE as an additional insured. The endorsements shall protect and insure to the benefit of the VILLAGE and its representatives, including, but not limited to, its officers, elected officials and employees.
- 8.03 Evidence of Insurance: LICENSEE shall furnish the VILLAGE with a certificate of insurance for each policy required herein. In addition, when requested by the VILLAGE, LICENSEE shall furnish copies of the actual policies and endorsements showing the coverage as enumerated herein to be provided by LICENSEE. All such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given the insurance company or companies to the VILLAGE.
- 8.04 Fire and Casualty Insurance: LICENSEE shall not be responsible for insuring any of the building, exclusive of LICENSEE's personal property or fixtures, on the LICENSED PREMISES for damages caused by fire or other casualties.

9.00 TERMINATION

- 9.01 Termination: Either the VILLAGE or LICENSEE may terminate the Agreement without legal cause. Such termination shall be effective not sooner than three hundred sixty-five (365) days after written notice has been served in accordance with the requirements of Section 14.01 of this Agreement. In the event that the LICENSEE elects to terminate this License and vacate the premises, all improvements constructed by the LICENSEE shall remain. In the event the VILLAGE elects to terminate this License prior to eighteen (18) years after the execution of this License Agreement, the VILLAGE shall reimburse the LICENSEE on a depreciation schedule reducing by one hundred thousand dollars (\$100,000) per year that the licensed premises are occupied by LICENSEE (or any SUB-LICENSEES) of LICENSEE's capital construction costs, within thirty days of the date the premises are vacated by the LICENSEE and any SUB-LICENSEES. The VILLAGE's obligation to reimburse any of LICENSEE's capital construction costs will expire at the end of eighteen (18) years following the date of execution of the Agreement. VILLAGE shall not arbitrarily or capriciously withhold lease extension.

10.00 SURRENDER

- 10.01 Vacation of Premises: Upon the expiration or termination of the Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the VILLAGE in a reasonably good condition, ordinary wear and tear excepted.

11.00 INTERPRETATION

- 11.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any Section.

12.00 ENFORCEMENT

- 12.01 Responsibility: The Village Manager shall be responsible for the enforcement of this Agreement on behalf of the VILLAGE and shall be assisted therein by such officers and employees of the VILLAGE as the Manager deems necessary.

13.00 ATTORNEY FEES AND COSTS

- 13.01 Recovery of Costs: Each party to this Agreement shall pay for its individual legal costs in any legal proceeding or action instituted to enforce any provision of the Agreement.

14.00 NOTICES

- 14.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the VILLAGE shall be addressed to the Village Manager, 535 Duane Street, Glen Ellyn, IL, 60137. Notices served upon LICENSEE shall be addressed to the Vice President for Administration and Treasurer (CFO), College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

15.00 **CONFLICT OF INTEREST**

15.01 Financial Interest: No VILLAGE or LICENSEE elected official or employee shall have any financial interest, directly or indirectly, in this Agreement.

16.00 **ENTIRE AGREEMENT**

16.01 Modifications: This document may be modified only by further written agreement specifically referring to this Section. Any such modification shall not be effective unless approved and executed by LICENSEE and, in the case of the VILLAGE, until approved by the Board of Trustees and executed by the President thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the _____ day of _____ 2017.

Village

BY: _____

ATTEST: _____

Title: _____

Title: _____

College of DuPage

BY:  _____

ATTEST:  _____

Title: Chairman, Board of Trustees

Title: Secretary, Board of Trustees

"Jursinic, Maki" <jursinicm@cod.edu>

Check request forms for process

"Jursinic, Maki" <jursinicm@cod.edu>

Thu, Aug 25, 2022 at 09:03 PM GMT

CC:

BCC:

Thank you.

Maki Jursinic, CPA

Accounting Supervisor

College of DuPage

425 Fawell Blvd. Glen Ellyn, IL 60137-6599

Phone: 630-942-3156

Fax: 630-942-2297

jursinicm@cod.edu

2 attachments

Check Request Form (Civic Center Annual Fees) 00434 JCMCC.pdf

Check Request Form 2 (Civic Center Annual Fees) 00435 JCMCC.pdf

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1188426
Vendor Name: Village of Glen Ellyn, Illinois
Invoice Number: 4722-2
Invoice Date: 8/15/2022
PO Number:
Check Number: E0091474
Check Amount: \$ 30,000.00
Check Date: 09/16/2022
Voucher Number: V0750471
Document Type: AP Invoice

Document Below

Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: 8/16/2022 Vendor ID: 1188426 Vendor Name: Village of Glen Ellyn
 Payee Address: 535 Duane Street Glen Ellyn, IL 60137 Payment Due Date: _____

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
4722	01-40-00434-5601001	Rental Facility	15,000.00
Total			\$ 15,000.00

Check the appropriate box below:

- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

College of DuPage license fees for 7/1/2022 through 6/30/2023

Other Instructions:

All requests will require the following approvals:

Requester: Maki J ursinic Digitally signed by Maki J ursinic
Date: 2022.08.16 11:34:13 -05'00' Print Name: Maki J ursinic
 Budget Officer: Rita Haake Digitally signed by Rita Haake
Date: 2022.08.18 09:31:12 -05'00' Print Name: Rita Haake

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Area Administrator (only required if request is \$5,000 and over): Joseph Cassidy Digitally signed by Joseph Cassidy
Date: 2022.08.22 10:46:45 -05'00' Print Name: Joe Cassidy

Area Cabinet Officer (only required if request is \$10,000 and over): Mark Curtis-Chavez Digitally signed by Mark Curtis-Chavez
Date: 2022.08.25 10:16:44 -05'00' Print Name: Mark Curtis-Chavez

Board Approval Date (only required if request is \$25,000 and over): _____

Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), invoicing@cod.edu

Check Request Form (cont.)

Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

**VILLAGE OF GLEN ELLYN**

535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137
630-469-5000

INVOICE

Invoice Date	Invoice No.
08/15/2022	4722
Customer Number	
9297	
Invoice Total Due	
\$30,000.00	
Payment Terms	
Due upon receipt	

COLLEGE OF DUPAGE-ACCOUNTS PAYABLE
ATTN: JOE CASSIDY
425 FAWELL BV
GLEN ELLYN, IL 60137

For/Location: COD LICENSE FEE
07/01/22-06/30/23

50% (\$15,000 to department 00434, and
another 50% (\$15,000 to department
00435

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
COD LICENSE FEE 07/01/22-06/30/23			0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00
Please put Invoice Number on your check. Make Checks Payable to: Village of Glen Ellyn					Invoice Total:	\$30,000.00	

ORIGINAL
COPY

**COLLEGE OF DuPAGE
SPECIAL BOARD MEETING**

BOARD APPROVAL

1. **SUBJECT**

License Agreement for the Property Known 535 Duane Street, Glen Ellyn, Illinois

2. **REASON FOR CONSIDERATION**

The College is pursuing the establishment of an Innovation Center. Highly suitable space for the Innovation Center has been identified as available in the Glen Ellyn Civic Center. It is appropriate to seek the approval of the College's Board of Trustees for the execution of an agreement for the College's long-term use of the Civic Center space.

3. **BACKGROUND INFORMATION**

On October 26, 2017, the Board of Trustees of the College adopted a resolution calling for the formation of Innovation DuPage. The purpose of Innovation DuPage will be to promote business and general economic development in Community College District 502. It will possess the capabilities of both a business incubator and accelerator.

Innovation DuPage is expected to collaborate with the following entities:

- College of DuPage and its Center for Entrepreneurship
- Choose DuPage/Rev3
- Benedictine University
- Elmhurst College
- Village of Glen Ellyn

Innovation DuPage will coordinate and focus the efforts of its partners to help small businesses establish themselves and grow.

Innovation DuPage will be housed in an "Innovation Center." As previously discussed with the Board, the Glen Ellyn Civic Center at 535 Duane Street has been identified as an ideal location for the Innovation Center. The Civic Center is close to the College and its resources, centrally situated in District 502, and is easily accessible, particularly by rail. Approximately 8,200 square feet of space within the Civic Center has been vacated by the Village's Police Department due to the construction of a separate Police Department facility. The vacated space can be renovated to accommodate the Innovation Center.

On July 20, 2017, the Board of Trustees authorized the College to reimburse the Village of Glen Ellyn for the cost of architectural services to study the feasibility and ascertain the cost of renovating the space in the Glen Ellyn Civic Center previously occupied by the Glen Ellyn Police Department for the Innovation Center. The study found that the space can effectively accommodate the Innovation Center. The estimated cost of the renovation project is \$2.0 million.

On November 13, 2017, the Board of Trustees of the Village of Glen Ellyn approved the execution of the attached license agreement for the College of DuPage's use of the 8,200 square feet of currently vacant space (and associated common area space) in the Glen Ellyn Civic Center that was the subject of the aforementioned architectural study. Major features of the license agreement include:

- Initial ten-year term with options for two additional five-year terms.
- Through the fifth year of the license, payment of a \$30,000 annual license fee to cover operating costs (i.e., utilities, custodial service, alarm service, refuse collection, general building maintenance, and insurance costs). This annual fee is discounted in recognition of the College's capital investment in the building.
- Beginning in the sixth year of the license, an increased annual license fee of \$55,000 to cover operating costs. After the sixth year of the license, the license fee will increase by the change in the consumer price index or 3%, whichever is less.
- If the Village terminates the lease prior to the 18th year, the Village will reimburse the College for its capital investment. The reimbursement would be decreased by \$100,000 for each year of the lease that has expired.

Currently, the lease of space for the Center for Entrepreneurship at 2525 Cabot Drive in Lisle will expire in April of 2018. The College is working with the landlord to extend the lease through the date when the Center for Entrepreneurship can occupy its new space in the Glen Ellyn Civic Center.

4. RECOMMENDATION

That the Board of Trustees authorize the Board Chair, the President, or Vice President for Administration and Treasurer (CFO) to execute the attached License Agreement for Property Known 535 Duane Street, Glen Ellyn, Illinois.

Staff Contacts: Brian W. Caputo, VP for Administration and Treasurer (CFO)
Joseph C. Cassidy, Dean, Continuing Education & Extended Learning
John F. Kness, General Counsel

SIGNATURE PAGE

**LICENSE AGREEMENT FOR
THE PROPERTY KNOWN 535 DUANE STREET,
GLEN ELLYN, ILLINOIS**

ITEM(S) ON REQUEST

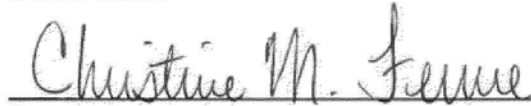
THAT THE BOARD OF TRUSTEES AUTHORIZES THE BOARD CHAIR, PRESIDENT, OR VICE PRESIDENT FOR ADMINISTRATION AND TREASURER (CFO) TO EXECUTE THE ATTACHED LICENSE AGREEMENT FOR PROPERTY KNOWN 535 DUANE STREET, GLEN ELLYN, ILLINOIS.



BOARD CHAIR

12/14/17

DATE



SECRETARY

12-14-17

DATE

**A LICENSE AGREEMENT FOR THE
PROPERTY KNOWN 535 DUANE STREET,
GLEN ELLYN, ILLINOIS**

THIS LICENSE AGREEMENT is made and entered into by and between the VILLAGE OF GLEN ELLYN OF DUPAGE COUNTY, ILLINOIS, a municipal corporation, hereinafter referred to as "VILLAGE" and COMMUNITY COLLEGE DISTRICT 502, commonly known as the COLLEGE OF DUPAGE, an Illinois not-for-profit community college, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, VILLAGE owns a certain property in DuPage County commonly known as 535 Duane Street; Glen Ellyn, Illinois; and

WHEREAS, there is located on said property a building commonly known as the Civic Center; and

WHEREAS, LICENSEE desires to occupy and use approximately 8,200 square feet, plus approximately 1,500 square feet of common area space of the Civic Center as well as other meeting room space on a limited basis as its office headquarters for Innovation DuPage consisting of the Center for Entrepreneurship (the Small Business Development Center, the Procurement Technical Assistance Center, the Illinois Trade Center, Business Solutions), and Choose DuPage (Rev 3); and

WHEREAS, VILLAGE and LICENSEE desire to engage in a License Agreement for the use of a portion of the Civic Center property, hereinafter referred to as "**LICENSED PREMISES**;" and

WHEREAS, VILLAGE is authorized to issue a license for any activity reasonably connected with VILLAGE purposes; and

WHEREAS, engaging with LICENSEE aids in growing VILLAGE's economic development efforts and is an example of the benefits to be derived from intergovernmental cooperation envisioned by Art. 7, §10, of the Constitution of the State of Illinois; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1.00 LICENSE GRANTED

1.01 Purpose: LICENSEE is authorized to occupy and utilize the LICENSED PREMISES, for the benefit of Innovation DuPage.

1.02 Licensed Premises: The LICENSED PREMISES shall consist of approximately 8,200 square feet, plus approximately 1,500 square feet of common area space including new bathrooms and lobby space for the new Innovation DuPage space on the first floor and new entrance and hallway space on the 2nd floor of the Civic Center as well as other meeting room space on a limited basis as defined as:

a. Room 301: LICENSEE will have primary use of this space except for Mondays.

b. 2nd Floor Conference Room: LICENSEE and VILLAGE will share this room through a room scheduling system as provided by the VILLAGE.

c. 1st Floor Conference Room in Planning and Development: VILLAGE will have primary use of this space, but share space after normal business hours defined as 8am to 5pm

d. Other Public Meeting Rooms: VILLAGE is willing to provide additional meeting space as LICENSEE may need from time to time as the VILLAGE would provide to any other outside group.

For the purposes of this section, primary use means that the VILLAGE or LICENSEE will have the ongoing right to sole occupancy and to utilize these identified rooms, however, if the primary user does not require use of the rooms, it will make them available to other parties if requested and as appropriate.

- 1.03 Use of Parking Areas and Driveways: LICENSEE shall have use of shared parking spaces on the premises and in any shared parking lots available for public parking.
- 1.04 Condition of Licensed Premises: LICENSEE accepts the LICENSED PREMISES in the condition it exists as of the date of this agreement and with those exceptions as noted in section 5.01 of this agreement, and further agrees to make no demands on the VILLAGE for any improvements, modifications or alterations.
- 1.05 License Fee: LICENSEE shall pay a monthly license Fee of, \$30,000 annually or \$2,500 per month, to VILLAGE for use of the LICENSED PREMISES. This fee covers the shared costs for utilities, custodian, alarm fees, refuse collection, general building maintenance, and insurance costs. Beginning in year six (6) of this license agreement, LICENSEE's contribution will increase to incorporate a \$25,000 (\$55,000 total) fee for building and parking maintenance costs. This fee will increase annually by the consumer price index in for all urban consumers in the Chicago-Gary-Kenosha area for "all items less food and energy" or 3%, whichever is less. The license fee shall be reviewed every five years to ensure the fee is accurately covering VILLAGE expenses incurred annually. The Village Manager of Glen Ellyn and President of College of DuPage shall have the authority to make mutually agreeable revisions to this fee without amendment to this License.
- 1.06 Term: This agreement shall be for a term of ten (10) years commencing on a final building inspection approval issued by the Village of Glen Ellyn and ending on that same date in 2028, with two five (5) year renewable options. If LICENSEE wishes to renew this agreement for an additional five-year term, under the same terms and conditions of this License, the LICENSEE shall send a written request to the Village Manager at least ninety (90) days prior to the expiration of the original term. The Village Board will consider whether it wishes to approve the requested extension under the existing terms or to offer alternate terms and conditions. Alternate terms must be presented in writing to LICENSEE at least one hundred and eighty (180) days prior to the date of termination in 2028. Unless a new License is approved, the License shall terminate on its expiration date.
- 1.07 Third-Party Beneficiary: Innovation DuPage is a third-party beneficiary to this Agreement and is entitled to the rights and benefits under this Agreement, and may enforce the provisions of it, as if Innovation DuPage were a party.
- 2.00 LICENSEE RIGHTS
- 2.01 Coordination and scheduling: LICENSEE shall have responsibility for scheduling all activities on the LICENSED PREMISES.
- 2.02 Use Limits: LICENSEE shall use the Civic Center for Innovation DuPage and manage the entire LICENSED PREMISES. Uses in the building and on the property shall at all times be in accordance with the Building and Zoning Codes of the Village.
- 2.03 Sub-license: LICENSEE shall have the authority to sub-license any area of the LICENSED PREMISES to Innovation DuPage and Innovation DuPage partners and entities related to Innovation DuPage, by mutual consent of the LICENSEE and VILLAGE, but no other entity. The authority to

sub-license is not intended to create profits for the LICENSEE or any SUB-LICENSEE. Any revenues obtained through sub-licenses in excess of the license fee of \$30,000 annually shall be split with the VILLAGE receiving fifty percent (50%) of such excess revenues.

2.04 Improvements: LICENSEE will, at its expense, make or construct or cause to be constructed alterations, repair or other improvements to the LICENSED PREMISES, with written consent of the Village Manager.

2.05 Signs: LICENSEE shall obtain necessary sign permit(s) and shall only erect signage in full conformance with the Village Sign Code. LICENSEE shall pay costs related to the erection and maintenance of any sign.

2.06 Security: LICENSEE may, at its expense, install any legal security system or equipment designed for the purpose of protecting LICENSEE'S property (trade fixtures/personal property) from theft, burglary, vandalism, some or fire. Expenses for maintaining or repairing any such system or equipment, or any false alarm charges related thereto, shall be paid by LICENSEE.

3.00 LICENSEE RESPONSIBILITIES

3.01 Compliance with Laws: LICENSEE shall comply with all applicable municipal, county and Village ordinances, with state and federal laws and regulations, and with all Village rules and regulations now in force or hereafter promulgated. LICENSEE shall obtain from the appropriate regulatory authority all necessary permits prior to beginning the operation of the LICENSED PREMISES or the construction of any improvements permitted under Section 2.04. LICENSEE shall fully comply with any requirements for commission, board or zoning reviews required by any action proposed by them. LICENSEE shall also obtain a certificate of occupancy.

3.02 Payment and Collection of Taxes: LICENSEE shall collect and pay any sales tax or other required taxes in connection with the operation of the LICENSED PREMISES. The parties believe and intend that this LICENSE AGREEMENT will not result in obligation of the LICENSEE to pay any real estate taxes regarding the LICENSED PREMISES. If real estate taxes are assessed against the LICENSED PREMISES or the LICENSEE'S interest or use of the LICENSED PREMISES, the LICENSEE shall pay such taxes. In the event that the property or this license shall be subject to real estate taxes, however, the LICENSEE may cancel this license agreement on thirty (30) days' notice, but it shall be responsible for all obligations, including incurred real estate taxes associated with its period of occupancy.

3.03 Disorderly Persons: LICENSEE shall not allow any disorderly person to remain on the LICENSED PREMISES.

3.04 Illegal Activities: LICENSEE shall not permit any illegal activity to be conducted upon the LICENSED PREMISES and shall promptly notify the VILLAGE'S Police Department to assist in the removal of disorderly persons if necessary.

3.06 Habitation: LICENSEE shall not use the LICENSED PREMISES for living quarters.

3.07 General Maintenance: LICENSED PREMISES INSPECTION: The Village will inspect LICENSED PREMISES on a periodic basis and may require reasonable upkeep to the property and Village will perform an annual fire safety inspection.

3.08 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for all IT Services, internet services, cable, wireless services and telephone service to the LICENSED PREMISES.

- 3.09 Safety: LICENSEE shall be solely responsible for the safety of all persons working on or utilizing the LICENSED PREMISES and for ensuring that the LICENSED PREMISES is maintained at all times in a reasonably safe condition. LICENSEE shall promptly correct any unsafe condition or practice under its control and shall promptly notify the VILLAGE of any such condition under the VILLAGE'S control. Until the unsafe condition or practice is corrected, the affected area shall be closed to the public. LICENSEE shall make reasonable efforts to obtain emergency medical care for any person requiring such care as a result of illness or injury occurring on the LICENSED PREMISES. LICENSEE shall also use its best efforts to fully cooperate with the VILLAGE in the investigation of any illness, injury or death occurring on the LICENSED PREMISES, including providing a prompt written report thereof to the Village Manager.
- 3.10 Hours of Operation: LICENSEE shall advise the VILLAGE, in writing, of the planned hours of operation of the LICENSED PREMISES, and shall further advise, in writing, of any changes to the hours of operation on a timely basis, but at least forty-eight (48) hours prior to any change.
- 4.00 **VILLAGE RIGHTS**
- 4.01 Easements: The VILLAGE reserves the right to establish, grant or utilize easements or rights-of-ways over, under, along and across the LICENSED PREMISES where there are no buildings, for utilities or public access to any portion of the property, provided that the VILLAGE shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the LICENSED PREMISES.
- 4.02 Future Building Improvements: The VILLAGE reserves the right to make improvements, repurpose, sub-lease, and maintain as the VILLAGE sees fit any portion of the building other than the LICENSED PREMISES.
- 4.03 Building Access: The VILLAGE reserves the right to have full access to all licensed areas in the building to perform general inspections and maintenance per this agreement.
- 5.00 **VILLAGE RESPONSIBILITIES**
- 5.01 Habitability: The VILLAGE will deliver the LICENSED PREMISES as is, as outlined in Exhibit A attached to this agreement, subject to renovations to be designed and constructed on the LICENSED PREMISES, to be paid for by the LICENSEE.
- 6.00 **HOLD HARMLESS AND INDEMNIFICATION**
- 6.01 Indemnification. Each Party (the "Indemnifying Party") shall defend, indemnify and hold the other Party (the "Claiming Party") harmless against and in respect of any damage, loss, liability, cost or expense, including expert witness fees and reasonable attorneys' fees, whether or not recoverable under applicable state law, resulting or arising from or incurred in connection with:
- a) any misrepresentation, breach of warranty, or nonfulfillment or nonperformance of any agreement on the part of the Indemnifying Party under this Agreement; and
 - b) any actions, suits, proceedings, damages, assessments, judgments, costs or expenses incident to any of the foregoing.
- 6.02 Foreclosure: LICENSEE shall defend, indemnify and hold harmless the VILLAGE from all damages, suits liabilities, costs and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by any mechanic, laborer or material man, in action for foreclosure of mechanic's liens filed upon the LICENSED PREMISES as a result of providing labor or materials thereon at the

request of LICENSEE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, LICENSEE shall promptly obtain full release and satisfaction thereof through payment of all sums due thereon, provided LICENSEE was given timely notice of such lien or claim and a reasonable opportunity to defend said suit or claim.

- 6.03 Acts of God: The LICENSEE shall not be responsible for any damages, losses, claims of liabilities created by any act of God, such as, but not limited to, flood, earthquake, wind, rain or storm, or created by forces beyond the control of the LICENSEE.

- 6.04 Personal Injury, Death or Property Damage – Indemnification by VILLAGE: VILLAGE shall defend, save, indemnify, keep and hold harmless the LICENSEE and all of its elected officials, officers, servants, agents and employees from all damages, suits. Liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees or contractors of VILLAGE or the LICENSEE, on account of personal injury, sickness, death or property damage arising out of VILLAGE'S rights, responsibilities or actions under this Agreement, when caused by an act or omission to act on the part of VILLAGE or its agents, servants, employees or contractors, subject to defenses available under the Illinois Tort Immunity Act, that allegedly constitutes, without limitation:

- a. Negligence;
- b. Creation or maintenance of a dangerous condition on LICENSED PREMISES;
- c. Intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgement or settlement against the LICENSEE or any of its elected officials, officers, agents or employees by reason of any aforementioned acts or omissions, VILLAGE shall pay on behalf of the party required to pay in an amount equal to the judgment or settlement; and for all related costs and expenses, provided timely notice of the suit or claim giving rise to the judgement or settlement was given to VILLAGE and VILLAGE was given a reasonable opportunity to defend the suit or claim.

- 6.04 (a) Personal Injury, Death or Property Damage – Indemnification by LICENSEE: LICENSEE shall defend, save, indemnify, keep and hold harmless the VILLAGE and all of its elected officials, officers, servants, agents and employees from all damages, suits. Liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees or contractors of VILLAGE or the LICENSEE, on account of personal injury, sickness, death or property damage arising out of LICENSEE'S rights, responsibilities or actions under this Agreement, when caused by an act or omission to act on the part of LICENSEE or its agents, servants, employees or contractors, subject to defenses available under the Illinois Tort Immunity Act, that allegedly constitutes, without limitation:

- a. Negligence;
- b. Creation or maintenance of a dangerous condition on LICENSED PREMISES;
- c. Intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgement or settlement against the VILLAGE or any of its elected officials, officers, agents or employees by reason of any aforementioned acts or omissions, LICENSEE shall pay on behalf of the party required to pay in an amount equal to the judgment or settlement; and for all related costs and expenses,

provided timely notice of the suit or claim giving rise to the judgement or settlement was given to LICENSEE and LICENSEE was given a reasonable opportunity to defend the suit or claim.

- 6.05 Foreclosure: VILLAGE shall defend, indemnify and hold harmless the LICENSEE from all damages, suits liabilities, costs and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by any mechanic, laborer or material man in action for foreclosure of mechanic's liens filed up the LICENSED PREMISES as a result of providing labor or materials thereon at the request of the VILLAGE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, VILLAGE shall promptly obtain full release and satisfaction thereof through payment of all sums due thereon, provided VILLAGE was given timely notice of such lien or claim and a reasonable opportunity to defend said suit or claim.

- 6.06 Acts of God: The VILLAGE shall not be responsible for any damages, losses, claims of liabilities created by any act of God, such as, but not limited to, flood, earthquake, wind, rain or storm, or created by forces beyond the control of the VILLAGE.

7.00 DESTRUCTION OF THE LICENSED PREMISES

- 7.01 Election by the Village: If the LICENSED PREMISES are totally or partially destroyed by fire, earthquake, flood, storms, insurrection, riot, public disorder or any other casualty, the VILLAGE may, at its option, either restore the LICENSED PREMISES or terminate this Agreement without penalty or payment of licensee of renovation costs. If the VILLAGE elects to restore the LICENSED PREMISES, this Agreement shall continue in full force and effect, except that the License operations may, as determined by the VILLAGE, be suspended during the period of restoration. LICENSEE shall cooperate in the restoration of the LICENSED PREMISES by vacating and removing therefore all trade fixtures and personal property for such periods as are required for the restoration.

8.00 INSURANCE

- 8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of the Agreement policies of personal property, liability and if applicable, workers' compensation and employer's liability insurance. The College of DuPage subscribes to the Illinois Community College Risk Management Consortium and will provide proof of ongoing coverage. The amount of personal property insurance shall be adequate to cover all of the personal property owned by the LICENSEE, and no claim shall be made against the Village for destruction of personal property which would be covered under such insurance. The amount of general liability insurance shall not be in an amount of less than One Million Dollars (\$1,000,000.00) per occurrence or in the aggregate.
- 8.02 Additional Insured: LICENSEE shall obtain endorsements specifically naming the VILLAGE as an additional insured. The endorsements shall protect and insure to the benefit of the VILLAGE and its representatives, including, but not limited to, its officers, elected officials and employees.
- 8.03 Evidence of Insurance: LICENSEE shall furnish the VILLAGE with a certificate of insurance for each policy required herein. In addition, when requested by the VILLAGE, LICENSEE shall furnish copies of the actual policies and endorsements showing the coverage as enumerated herein to be provided by LICENSEE. All such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given the insurance company or companies to the VILLAGE.
- 8.04 Fire and Casualty Insurance: LICENSEE shall not be responsible for insuring any of the building, exclusive of LICENSEE's personal property or fixtures, on the LICENSED PREMISES for damages caused by fire or other casualties.

9.00 TERMINATION

- 9.01 Termination: Either the VILLAGE or LICENSEE may terminate the Agreement without legal cause. Such termination shall be effective not sooner than three hundred sixty-five (365) days after written notice has been served in accordance with the requirements of Section 14.01 of this Agreement. In the event that the LICENSEE elects to terminate this License and vacate the premises, all improvements constructed by the LICENSEE shall remain. In the event the VILLAGE elects to terminate this License prior to eighteen (18) years after the execution of this License Agreement, the VILLAGE shall reimburse the LICENSEE on a depreciation schedule reducing by one hundred thousand dollars (\$100,000) per year that the licensed premises are occupied by LICENSEE (or any SUB-LICENSEES) of LICENSEE's capital construction costs, within thirty days of the date the premises are vacated by the LICENSEE and any SUB-LICENSEES. The VILLAGE's obligation to reimburse any of LICENSEE's capital construction costs will expire at the end of eighteen (18) years following the date of execution of the Agreement. VILLAGE shall not arbitrarily or capriciously withhold lease extension.

10.00 SURRENDER

- 10.01 Vacation of Premises: Upon the expiration or termination of the Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the VILLAGE in a reasonably good condition, ordinary wear and tear excepted.

11.00 INTERPRETATION

- 11.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any Section.

12.00 ENFORCEMENT

- 12.01 Responsibility: The Village Manager shall be responsible for the enforcement of this Agreement on behalf of the VILLAGE and shall be assisted therein by such officers and employees of the VILLAGE as the Manager deems necessary.

13.00 ATTORNEY FEES AND COSTS

- 13.01 Recovery of Costs: Each party to this Agreement shall pay for its individual legal costs in any legal proceeding or action instituted to enforce any provision of the Agreement.

14.00 NOTICES

- 14.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the VILLAGE shall be addressed to the Village Manager, 535 Duane Street, Glen Ellyn, IL, 60137. Notices served upon LICENSEE shall be addressed to the Vice President for Administration and Treasurer (CFO), College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

15.00 **CONFLICT OF INTEREST**

15.01 Financial Interest: No VILLAGE or LICENSEE elected official or employee shall have any financial interest, directly or indirectly, in this Agreement.

16.00 **ENTIRE AGREEMENT**

16.01 Modifications: This document may be modified only by further written agreement specifically referring to this Section. Any such modification shall not be effective unless approved and executed by LICENSEE and, in the case of the VILLAGE, until approved by the Board of Trustees and executed by the President thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the _____ day of _____ 2017.

Village

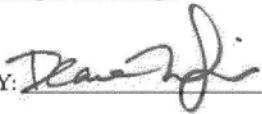
BY: _____

ATTEST: _____

Title: _____

Title: _____

College of DuPage

BY:  _____

ATTEST:  _____

Title: Chairman, Board of Trustees

Title: Secretary, Board of Trustees

"Jursinic, Maki" <jursinicm@cod.edu>

Check request forms for process

"Jursinic, Maki" <jursinicm@cod.edu>

Thu, Aug 25, 2022 at 09:03 PM GMT

CC:

BCC:

Thank you.

Maki Jursinic, CPA

Accounting Supervisor

College of DuPage

425 Fawell Blvd. Glen Ellyn, IL 60137-6599

Phone: 630-942-3156

Fax: 630-942-2297

jursinicm@cod.edu

2 attachments

Check Request Form (Civic Center Annual Fees) 00434 JCMCC.pdf

Check Request Form 2 (Civic Center Annual Fees) 00435 JCMCC.pdf

