

**LICENSE AGREEMENT BETWEEN THE CITY OF AURORA,
THE COLLEGE OF DUPAGE, AND THE 548 FOUNDATION
CONCERNING USE OF THE CITY'S PROPERTY AT 649 S. RIVER STREET**

This Agreement is entered into on February 1, 2026, between the City of Aurora ("City"), the College of DuPage ("COD"), and the 548 Foundation ("548 Foundation") (individually referred to as "Party" and jointly referred to as "Parties").

RECITALS

WHEREAS, the City and COD are units of local government; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. allow units of public entities to enter into intergovernmental agreements in furtherance of their governmental purposes; and

WHEREAS, the 548 Foundation is a nonprofit entity providing solar energy and trades education and training programs focused on economic development, sustainability and job creation; and

WHEREAS, the City owns and maintains a building at 649 S. River St., Aurora, Illinois 60506 ("Subject Property"); and

WHEREAS, COD and 548 Foundation requested temporary use of certain areas within Subject Property, and the City would like to provide said use, for the purpose of offices and a training center for the facilitation of the workforce development services under the Clean Energy Jobs Act ("CEJA") grant program; and

WHEREAS, COD is the lead on the DCEO funded Aurora Network Hub, and COD AND 548 Foundation will provide state-approved training through its CEJA Bridge Program and other advanced, job-specific training courses in solar installation, weatherization, energy auditor and HVAC ("Job Training"): and

WHEREAS, COD and 548 Foundation requested use of facilities to operate said job training program and infrastructure for powering its equipment stored and staged on the Subject Property; and

WHEREAS, the City, COD, and 548 Foundation wish to enter into this Agreement to clarify the scope, rights, and responsibilities of this use.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the Parties hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND INCORPORATION

- 1.1 Incorporation of Recitals and Exhibits. The above recitals and Exhibits referenced herein are incorporated into and made a part of this Agreement.
- 1.2 Definitions. The following definitions will apply to this Agreement:
 - a. “Exclusive Licensed Areas” means the following portions of the Subject Property, which are further depicted in Exhibit A, attached:
 - (1) Training space on the first floor (R-Training Rm);
 - (2) Office Space (X-Office 2) on the first floor to be used as the main office of the CEJA Aurora Workforce Hub;
 - (3) Workshop area in the main “warehouse” area;
 - (4) Bathrooms;
 - (5) Additional office space on the first floor (X-Office 1) for small group meetings or work; and office spaces on the second floor (X-Office).
 - (6) Parking spaces to the south of the building within the fenced-in area.
 - b. “Non-Exclusive Areas” means the following portions of the Subject Property, which are further depicted in Exhibit A, attached:
 - (1) Additional parking lot to the South, and drivable areas and storage around the West, North, and East of the building;
 - (2) Outdoor pedestrian paths on the Subject Property.
- 1.3 All other areas of the building and property at Subject Property are not included in this Agreement and are not available for use by COD, 548 Foundation, or their officials, employees, volunteers, students, licensees, or visitors.

ARTICLE 2. LICENSES

- 2.1 Exclusive License. The City grants to COD and 548 Foundation, for the benefit of COD, 548 Foundation, the Aurora Network Hub, and the residents participating in Job Training, a temporary, exclusive, non-transferable license for the sole purpose of using the Licensed Areas of the Subject Property for the limited purpose of operating the Job Training and for no other activity or purpose whatsoever, provided COD, 548 Foundation, and their employees comply with the terms of this Agreement.

2.2 Non-Exclusive License. The City grants to COD and 548 Foundation for the benefit of COD, the Aurora Network Hub, and the residents participating in Job Training a temporary, non-exclusive, non-transferable license for the sole purpose of using the Non-Exclusive Licensed Areas of the Subject Property for the limited purpose of operating Job Training, and for no other activity or purpose whatsoever, provided COD, 548 Foundation, and their employees comply with the terms of this Agreement. All staging, storage, and operating in the non-exclusive licensed areas shall be approved in advance by City of Aurora Mayor's Office.

2.3 Second Floor. The Parties agree that no student, invitee, guest, or member of the public will be allowed on the second floor of the building. Space on the second floor is licensed for use by 548 Foundation only.

2.4 Furniture. The City grants to COD and 548 Foundation a temporary non-exclusive, non-transferable license to utilize the City's desks, tables, lockers, chairs and remaining furniture located inside the areas in which it has been given an exclusive license pursuant to Paragraph 2.1 above.

2.5 Limitations. The Parties agree that neither the Exclusive nor the Non-Exclusive License granted herein is an easement and does not grant any right, privilege or interest in the Subject Property. COD and 548 Foundation acknowledge the temporary nature of this License and hereby waives the ability to claim that the License may become vested as irrevocable. This License is strictly conditioned upon compliance with the additional terms of this Agreement and, without limitation, the following: (i) COD and 548 Foundation's compliance with all applicable Federal, State, and local laws concerning activities on the Subject Property; (ii) COD and 548 Foundation's compliance with all instructions for the use of the Subject Property communicated by the City in writing that are in addition to those contained in this Agreement; and (iii) COD and 548 Foundation obtaining, at their sole cost, all insurances necessary to use the Subject Property.

2.6 As Is Condition. COD and 548 Foundation represent and warrant that it has inspected the Subject Property and the Furniture and accept it "as is" with no representation or warranty by the City regarding the condition of the Subject Property and the Furniture or its suitability for Job Training or COD's and 548 Foundations' activities. The Parties agree that the City has no obligation to repair or make any modification to any part of the Subject Property.

2.7 Changes to the Subject Property. COD and 548 Foundation are hereby authorized, as part of their CEJA programming and Job Training, to conduct the following alterations to the Subject Property:

- a. Convert one of the first-floor bathrooms to a bathroom compliant with the Americans with Disabilities Act as Amended (ADAA); and

b. Build a wall or walls to create workshop space.

COD and 548 Foundation hereby agree that all work and alterations shall be done in a workman-like manner, consistent with all City-approved permits and plans, be subject to City inspections and approvals, and shall remain with the Subject Property after the termination of this Agreement. COD and 548 Foundation are prohibited from making any alterations, changes, or additions to the Subject Property except as specified in this Paragraph 2.7.

2.8 **Maintenance and Repair.** All costs and expenses for any maintenance or repair of the Subject Property caused by COD and 548 Foundation's use shall be the sole responsibility and cost of COD and 548 Foundation. COD and 548 Foundation agree to hire or assign a Facilities Manager who can provide the daily classroom and facility support of the Training Facility.

2.9 **Clean and Safe Condition.** COD and 548 Foundation shall conduct their operations on the Subject Property in a careful, safe and proper manner and shall keep the Subject Property in a reasonably clean and safe condition in accordance with this Agreement and the City's instructions for use of the Subject Property.

2.10 **No Advertising on Property.** No signs, placards or other advertising media, banners, or the like shall be placed on the Subject Property without the prior written consent of the City.

2.11 **Damages Prohibited.** COD and 548 Foundation shall not damage the Subject Property or any part thereof, commit or create waste, create nuisance, make any use of the Subject Property that is offensive in the City's sole opinion, nor do any act which would, in the City's sole opinion, tend to injure the reputation of the Subject Property or the City. The City agrees to inform COD and 548 Foundation of any use which it opines is likely to be offensive or injurious to the reputation of the Subject Property or the City immediately and to allow COD and 548 Foundation reasonable time to remedy such offensive or injurious use.

2.12 **No Hazardous Materials.** COD and 548 Foundation shall not cause any hazardous materials to be brought upon, stored, kept, used or discharged on or about any part of the Subject Property.

2.13 **Inspections.** The City's employees, agents and representatives may enter and/or inspect the Subject Property, including the Exclusive Licensed Areas, at any time.

ARTICLE 3. UTILITIES AND EXPENSES

3.1 **Infrastructure.** COD and 548 Foundation have certain electric power needs to run its equipment at the Subject Property. The City grants COD and 548 Foundation use of its electric infrastructure, including outlets, power lines, and electrical fixtures. COD and 548 Foundation is responsible for the cords, surge protectors, and other personal property to power their equipment at the Subject Property.

COD and 548 Foundation agree that they will provide necessary supplies for the classroom environment including but not limited to whiteboards, technology, tables and chairs, etc.

3.2 Cost sharing. Funding for the program will be provided by COD and 548 Foundation, as the recipients of the DCEO CEJA grant. The City will receive compensation to cover operation costs of 649 S. River Street, ensuring utilities and other expenses tied to use the building are met. COD and 548 Foundation agree to pay the City a total of five thousand dollars (\$5,000) (two thousand and five hundred dollars (\$2,500) each) per month for the time between February 1, 2026 and June 30, 2026, for a total of **\$25,000**, for the costs associated with utilities, maintenance, previous buildout upgrades on the Subject Property, including water, sewer, electricity, gas, internet/wi-fi, snow removal, pest control, and safety monitoring used by COD staff. COD and 548 Foundation agree to make payment by the fifteenth (15th) day of each month.

ARTICLE 4. DURATION AND TERMINATION

4.1 Duration of License. The Licenses granted herein shall commence on the effective February 1, 2026, and shall terminate on June 30, 2026. The term of the License may be extended in one (1) year increments if requested in writing by the COD and 548 Foundation at least sixty (60) days before the end of the lease and agreed to in a written amendment to this Agreement signed by the Parties.

4.2 Surrender. COD and 548 Foundation shall, at the termination date of these Licenses or 60 days after receiving written notice of the City's termination, remove their goods and effects, repair damage caused by such removal and peaceably yield up the Subject Property in good and clean order, repair and condition, normal wear and tear excepted. Personal property of COD and 548 Foundation not removed within 48 hours (or such longer time as may be given by the City in writing) shall become the property of City, at the City's option.

4.3 Termination. Any Party may terminate this Agreement and the Licenses at any time, with or without cause, after sixty (60) days written notice to the other Parties, sent certified mail with return receipt.

ARTICLE 5. INDEMNIFICATION, INSURANCE, AND WAIVER.

5.1 Indemnification. To the fullest extent permitted by law, the each Party shall indemnify, defend, and hold harmless the other Party, including their officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, to which the indemnified Party may become obligated by reason of any accident, bodily injury, death of person or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of the indemnifying Party's conduct and actions, except to the extent caused in whole

or in part by the negligent or wrongful acts of the indemnified Party, its officers, officials, volunteers, employees and/or agents.

In addition, COD and 548 Foundation hereby agree that they will indemnify, defend, and hold harmless the City of Aurora, their officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, arising indirectly or directly under the Americans with Disabilities Act, Rehabilitation Act, Illinois Human Rights Act, or any related statute, as amended or may be amended, alleging disabilities/handicap discrimination or failure to reasonably accommodate, in connection with, under, or as a result of COD and 548 Foundation's use of the Subject Property.

- 5.2 **Insurance.** COD and 548 Foundation agree to keep in force at all times during the term of this Agreement the following insurance policies and at all times naming the City, its public officials, employees, volunteers and agents as non-contributing additional insured and agrees to produce certificates of insurance at the City's request:
 - a. Commercial General Liability which specifically includes fire, legal liability, bodily injury, personal injury and property damage limits of not less than \$1,000,000 per occurrence, written on an occurrence basis.
 - b. Business Automobile Liability for not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Workers' Compensation and Employers' Liability with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 5.3 **Waiver.** The City shall not be responsible or liable for, and COD and 548 Foundation hereby expressly waive, any and all claims against the City for injury to persons or theft, loss or damage to COD and 548 Foundation's property, regardless of the cause. Any City property located anywhere in the Subject Property shall be used at COD and 548 Foundation's sole risk. The City shall not be liable for, and COD and 548 Foundation hereby waive, all claims for loss or damage to the COD and 548 Foundation's business or damage to persons or property sustained by COD and 548 Foundation or any person claiming by, through or under them resulting from any accident or occurrence anywhere in, on or about the Subject Property, including, without limitation, claims for personal injury, death, loss, theft or damage resulting from any cause whatsoever.

ARTICLE 6. GENERAL TERMS.

- 6.1 **Enforcement.** The failure of either Party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any

such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

6.2 Notice. Any notices pursuant to this Agreement shall be sent to the following addresses:

If to the City of Aurora:

Chief of Staff
City of Aurora
44 E. Downer Place
Aurora, IL 60507

with copy to:

Corporation Counsel
City of Aurora
44 E. Downer Place
Aurora, IL 60507

If to College of DuPage:

with copy to:

If to 548 Foundation:

with copy to:

6.3 Each Party represents to the other that:

- a. It has obtained all necessary approvals, consents and authorizations to enter into this Intergovernmental Agreement;
- b. The person executing this Intergovernmental Agreement on behalf of their party has the authority to do so;
- c. Upon execution of this Intergovernmental Agreement by the parties, it is valid and binding, enforceable in accordance with its terms; and
- d. The execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

The parties hereby enter into this Agreement as of February 1, 2026

City of Aurora, Illinois

By:

John Laesch, Mayor

Date: _____

College of DuPage, Illinois

By:

Name, Title: _____

Date: _____

548 Foundation, Illinois

By:

Name, Title: _____

Date: _____

EXHIBIT A - DRAWINGS OF LEASED BUILDING.



