



**Regular Meeting of the  
Board of Trustees**

NOTICE: This Board meeting will be held via teleconference utilizing the number listed below. All provisions for conducting this meeting remotely will be followed in compliance with Public Act 101-640 of the Open Meetings Act.

Individuals who wish to address the Board of Trustees during the Citizen Participation portion of the meeting should send an email to [susanpage@triton.edu](mailto:susanpage@triton.edu) including your name, town/affiliation, and the item you wish to address, no later than Tuesday, July 21, 2020 at 6:00 p.m.

**Agenda**

**Tuesday, July 21, 2020**

- I. **CALL TO ORDER** July 21, 2020 at 6:35 p.m.  
Teleconference Toll Free Number 877-873-8018  
Access Code: 6586330#
- II. **ROLL CALL**
- III. **APPROVAL OF BOARD MINUTES – VOLUME LVI**  
[Minutes of the Regular Board Meeting of June 16, 2020, No. 17](#)
- IV. **COMMENTS ON THIS AGENDA**
- V. **CITIZEN PARTICIPATION**
- VI. **REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. **STUDENT SENATE REPORT**
- VIII. **BOARD COMMITTEE REPORTS**  
A. Finance/Maintenance & Operations
- IX. **ADMINISTRATIVE REPORT**
- X. **PRESIDENT’S REPORT**
- XI. **CHAIRMAN’S REPORT**
- XII. **NEW BUSINESS**  
A. [Action Exhibits](#)  
[16471 Cancellation of Purchasing Schedule B42.17 Fall 2020 Continuing Ed Guide – Confirmation of Board Poll](#)  
[16472 Budget Transfers](#)

- [16473 Yami Vending Agreement for Vending Management and Operations](#)
- [16474 BG Restaurant Group Agreement for Food Service and Catering](#)
- [16475 Speedlink – Palo Alto Firewall Maintenance Renewal](#)
- [16476 Agreement with NDS US Inc. for Subscription to Naxos Music Library](#)
- [16477 ILLINET/OCLC Services Program Member Agreement with the Secretary of State/State Librarian of the State of Illinois](#)
- [16478 Updated Commencement Agreement with Rosemont Theatre](#)

B. [Purchasing Schedules](#)

C. [Bills and Invoices](#)

D. [Closed Session](#) – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation

E. [Human Resources Report](#)

- \*Administrative Contract Approval  
Hilary Meyer, Dean of Academic Success

**XIII. COMMUNICATIONS – INFORMATION**

- A. Human Resources Information Materials
- B. Informational Material

**XIV. ADJOURNMENT**

\*Contracts are posted on the Triton College Board of Trustees Website under Meeting Schedule (<https://www.triton.edu/about/administration/board-of-trustees/>).

**CALL TO ORDER/ROLL CALL**

Chairman Mark Stephens called the regular meeting of the Board of Trustees, held via public teleconference, to order at 6:33 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Mr. Glover Johnson, Mr. Steven Page, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Chairman Stephens noted that all provisions for conducting this meeting remotely have been met in compliance with Public Act 101-640 of the Open Meetings Act.

**APPROVAL OF BOARD MINUTES**

Mr. Johnson made a motion, seconded by Mrs. Potter, to approve the minutes of the Regular Board Meeting of May 19, 2020.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter, Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

**COMMENTS ON THIS AGENDA**

None.

**CITIZEN PARTICIPATION**

Cassandra Hutchinson, employee and community resident, addressed the Board about Black Lives Matter. She noted that Triton is in position to establish a foundation of support to advance the achievements of its diverse student body and staff and called for a commitment to root out actions that undermine the success of people of color who seek to bring their talents to the Triton campus.

**REPORTS/ANNOUNCEMENTS – Employee Groups**

Chairman Stephens welcomed the new Presidents of the Faculty, Mid-Management, and Classified Associations.

Faculty Association President Leslie Wester reported that faculty continue to work in and out of the classroom to remotely teach and support students. She noted the work of faculty members Maxi Armas, Lisa Samra, and Sheldon Turner on the Guided Pathways Steering Committee and Gabe Guzman representing Triton College on an IBHE committee to provide science-based guidance to the Restore Illinois Plan.

Mid-Management Association President Patricia Brantley reported on the work of the Welcome Center, Transfer Center, and Career Services in supporting students.

Classified Association President Katrina Mooney announced the other officers of the Classified Association as: Felix Vega, Vice President; Benita Jorge, Secretary; Dayanne Figueroa, Grievances; and Minerva McLaren, Treasurer.

Adjunct Faculty Association President Bill Justiz reported that Adjunct Association officer election were put off until fall.

### **STUDENT SENATE REPORT**

None.

### **BOARD COMMITTEE REPORTS**

#### Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month, reviewed, and are in support of all of the items pertaining to academic and student affairs. She reminded that the Academic Affairs/Student Affairs Committee does not meet in July.

#### Finance/Maintenance & Operations

Ms. Peluso reported that the committee met on June 3, reviewed nineteen new business items and one purchasing schedule, and forwarded all items to the Board with a recommendation for approval.

### **ADMINISTRATIVE REPORT**

None.

### **PRESIDENT'S REPORT**

President Mary-Rita Moore commented on the senseless death of Mr. George Floyd, noting that she leans on the college mission to value, educate and serve the community, and also leans on her conviction that higher education will create the dialogues and address areas of concern with open eyes and open hearts. She stated that Triton College is committed to being an inclusive, diverse, and welcoming campus.

### **CHAIRMAN'S REPORT**

Chairman Stephens discussed the financial situation in the State of Illinois and his concern about funding to Triton College. He is hopeful that enrollment is strong in the fall because the Board does not want to see people put out of jobs for no reason of their own.

Mr. Stephens stated his commitment that the Board will do everything it can to maintain positions and called upon everyone to work through any potential problems together.

Regarding the Board meeting in July, Chairman Stephens expects that if the state continues to move forward through the planned Restore Illinois phases, the meeting could be held on site.

NEW BUSINESS

ACTION EXHIBITS

With leave of the Board, Mr. Stephens asked for the Action Exhibits to be taken as a group, including:

- 16451 Extra Duty Bonus Compensation Associated with Emergency Staffing due to COVID 19 Campus Closure (4/27/20 – 5/24/20) – Confirmation of a Board Poll conducted on May 27, 2020 with unanimous approval.**
- 16452 Extra Duty Bonus Compensation Associated with Emergency Staffing due to COVID 19 Campus Closure (5/25/20 – 5/31/20)**
- 16453 Budget Transfers**
- 16454 Approval of Fiscal Year 2021 Tentative Budget**
- 16455 Agreement with Athletico Management, LLC**
- 16456 Renewal of Treasurer’s Bond**
- 16457 Verizon Wireless Site Lease Agreement**
- 16458 Addendum to Agreement with Swedish Hospital, Part of Northshore**
- 16459 Amendment to Agreement with Northwest Community Hospital**
- 16460 Annual Contract Subscription with Persistence Plus**
- 16461 Titles for Library Removal/Weeding**
- 16462 Agreement with 2060 Digital**
- 16463 Agreement with Interstate Outdoor Advertising**
- 16464 Agreement with Univision Communications Inc.**
- 16465 Agreement with WKQX (Cumulus Media)**
- 16466 Renewal of Services Agreement with PeopleAdmin, Inc.**
- 16467 Agreement with Shaker Advertising**
- 16468 American Digital HP Maintenance**
- 16469 College Curriculum Committee Recommendations**
- 16470 Non-Bargained for Hourly Employee Wage Increase**

Ms. Peluso made a motion to approve the Action Exhibits, seconded by Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

PURCHASING SCHEDULES

**B42.17 Fall 2020 Continuing Ed Guide**

Ms. Peluso made a motion to approve the Purchasing Schedule, seconded by Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

### **BILLS AND INVOICES**

Ms. Peluso made a motion, seconded by Ms. Viverito, to pay the Bills and Invoices in the amount of \$2,250,924.96.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

### **CLOSED SESSION**

The Board determined that there was no need to move into Closed Session.

### **HUMAN RESOURCES REPORT**

#### **1.0 Faculty**

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve pages 1 and 2 of the Human Resources Report, items 1.1.01 through 1.3.02.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

#### **2.0 Adjunct Faculty**

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve page 3 of the Human Resources Report, item 2.7.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

#### **3.0 Administration**

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 4 of the Human Resources Report, items 3.1.01 through 3.3.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

**4.0 Classified, Police & Engineers**

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve page 5 of the Human Resources Report, items 4.1.01 and 4.1.02.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

**5.0 Mid-Management**

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve page 6 of the Human Resources Report, items 5.1.01 through 5.4.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

**6.0 Hourly Employees**

Mr. Casson made a motion, seconded by Mr. Regan, to approve page 7 of the Human Resources Report, items 6.1.01 through 6.2.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

**7.0 Other**

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 8 and 9 of the Human Resources Report, items 7.1.01 through 7.3.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

**ADJOURNMENT**

With leave of the Board, Mr. Stephens expressed a personal note of thanks to the many members of the Triton family who sent him messages, calls, and cards that comforted him after the loss of his mother a few weeks ago.

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Mrs. Potter to adjourn the meeting, seconded by Mr. Johnson.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter,  
Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

Chairman Stephens adjourned the meeting at 7:05 p.m.

Submitted by: Mark R. Stephens  
Board Chairman

Diane Viverito  
Board Secretary

Susan Page  
Susan Page, Recording Secretary



**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16471

**SUBJECT: CANCELLATION OF PURCHASING SCHEDULE B42.17 FALL 2020  
CONTINUING ED GUIDE – CONFIRMATION OF BOARD POLL**

**RECOMMENDATION:** That the Board of Trustees authorize the rescission and cancellation of Triton College Purchasing Schedule B42.17 Fall 2020 Continuing Ed Guide, effective immediately.

**RATIONALE:** Subsequent to the official bid opening of schedule B42.17 on Thursday, May 14, 2020 at 1 pm, it was discovered that additional bids for this project may have been in the college's possession and it cannot be irrefutably determined whether such proposals were in the college's possession or control prior to the date and time of the official bid opening. Therefore, the College CFO/Treasurer has declared the May 14 bid spoiled and has initiated a new bidding process for the same scope of work. The bidder of the sole opened bid has been officially notified and invited to submit a new proposal. Board Poll conducted June 18-19, 2020 with a vote of 7-0 with the Student Trustee also voting yes.

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*Sean Sullivan*

**Submitted to Board by:** \_\_\_\_\_  
Sean O'Brien Sullivan, Vice President of Business Services

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens  
Chairman**

\_\_\_\_\_  
**Diane Viverito  
Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No   
9/115

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16472

**SUBJECT: BUDGET TRANSFERS**

**RECOMMENDATION:** That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

**RATIONALE:** Transfers are recommended to accommodate institutional priorities. See description on attached forms.

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*Sean Sullivan*

**Submitted to Board by:** \_\_\_\_\_  
Sean O'Brien Sullivan, Vice President of Business Services

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
**Chairman**

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**Diane Viverito**  
**Secretary**

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**Date**

Related forms requiring Board signature: Yes  No

**PROPOSED BUDGET TRANSFERS - FY 2020  
FOR THE PERIOD 6/1/20 to 6/30/20**

FROM		
ID#	AREA	ACCT #
<b>EDUCATION FUND</b>		
1	Philosophy	01-10102030-550200010
2	Accounting	01-10200510-540600005
3	Finance	01-80200510-550100005
4	Finance	01-80200510-550200005
5	Finance	01-80200510-590900000

TO		
AREA	ACCT #	AMOUNT
Philosophy	01-10102030-540600010	\$ 1,500.00
Accounting	01-10200510-550100005	1,200.00
Purchasing	01-80400525-540700005	1,000.00
Purchasing	01-80400525-540700005	516.00
Purchasing	01-80400525-540700005	1,409.00
<b>TOTAL EDUCATION FUND</b>		<b>\$ 5,625.00</b>

FROM		
ID#	AREA	ACCT #
<b>AUXILIARY FUND</b>		
6	Women's Softball	05-60401040-530900010

TO		
AREA	ACCT #	AMOUNT
Athletics	05-60400505-540900505	\$ 850.00
<b>TOTAL AUXILIARY FUND</b>		<b>\$ 850.00</b>

FROM		
ID#	AREA	ACCT #
<b>RESTRICTED FUND</b>		
7	Automotive Tech Grant	06-10300520-540100210
18	STN-PERKINS-Health Career	06-10405003-530900010
19	Westlake6	06-10405013-540100240
20	Westlake6	06-10405013-540100240
11	Westlake6	06-10405013-550100005
12	State Performance Grant	06-10605001-550200005
13	State Performance Grant	06-10605001-550200005
14	AES-ADULT ED. STATE	06-10605002-540100110
15	Perkins Personal Trainer	06-10905001-550300005
16	ICCB Innovative Bridge	06-20205002-550200005
17	Perkins Coordinator	06-20805008-530900010
18	Perkins Coordinator	06-20805008-550200005
19	Perkins CAAS	06-20905016-550200005
20	Biotechnology Perkins	06-20905033-530900010
21	Chicago2Tribune Charities Chil	06-30205006-540200005

TO		
AREA	ACCT #	AMOUNT
Automotive Tech Grant	06-10300520-560600010	\$ 10,674.67
Perkins Coordinator	06-20805008-540901005	4,100.50
Westlake6	06-10405013-510200005	571.81
Westlake6	06-10405013-590200000	62.47
Westlake6	06-10405013-590200000	106.20
State Performance Grant	06-10605001-510300010	7,000.00
State Performance Grant	06-10605001-510300010	8,000.00
AES-ADULT ED. STATE	06-10605002-510300010	5,000.00
Perkins Coordinator	06-20805008-540901005	1,055.00
ICCB Innovative Bridge	06-20205002-510200010	534.00
Automotive Tech Grant	06-10300520-560600010	4,863.00
Perkins Coordinator	06-20805008-540901005	1,784.56
Perkins Coordinator	06-20805008-540901005	337.15
Biotechnology Perkins	06-20905033-540100210	2,277.80
Chicago2Tribune Charities Chil	06-30205006-530900010	523.40

**PROPOSED BUDGET TRANSFERS - FY 2020  
FOR THE PERIOD 6/1/20 to 6/30/20**

22	Chicago2Tribune Charities Chil	06-30205006-540900505	Chicago2Tribune Charities Chil	06-30205006-530900010	2,730.65
23	Chicago2Tribune Charities Chil	06-30205006-550100005	Chicago2Tribune Charities Chil	06-30205006-530900010	3,955.48
24	Chicago2Tribune Charities Chil	06-30205006-550200005	Chicago2Tribune Charities Chil	06-30205006-530900010	1,740.30
25	ECMC Yr2 Triumph	06-30205011-540100110	ECMC Yr2 Triumph	06-30205011-510200005	3,000.00
26	ECMC Yr2 Triumph	06-30205011-540900505	ECMC Yr2 Triumph	06-30205011-510200005	1,000.00
27	ECMC Yr2 Triumph	06-30205011-550200005	ECMC Yr2 Triumph	06-30205011-530900010	5,687.50
28	Adult Volunteer Literacy	06-30805001-550100005	Adult Volunteer Literacy	06-30805001-540900505	33.79
29	Adult Volunteer Literacy	06-30805001-550200005	Adult Volunteer Literacy	06-30805001-540900505	885.50
30	ICCB Workforce Equity Initiati	06-30905008-510200005	ICCB Workforce Equity Initiati	06-30905008-530900010	141,772.00
31	ICCB Workforce Equity Initiati	06-30905008-520100105	ICCB Workforce Equity Initiati	06-30905008-530900010	7,800.00
32	ICCB Workforce Equity Initiati	06-30905008-520900000	ICCB Workforce Equity Initiati	06-30905008-530900010	16,041.72
33	ICCB Workforce Equity Initiati	06-30905008-590900000	ICCB Workforce Equity Initiati	06-30905008-530900010	16,000.00
34	ICCB Workforce Equity Initiati	06-30905008-590900010	ICCB Workforce Equity Initiati	06-30905008-530900010	34,186.28
35	ICCB Workforce Equity Initiati	06-30905008-590900010	ICCB Workforce Equity Initiati	06-30905008-540900505	19,973.72
					<hr/>
				<b>TOTAL RESTRICTED FUND</b>	<b>\$ 301,697.50</b>
					<hr/>
				<b>TOTAL PROPOSED BUDGET TRANSFERS</b>	<b>\$ 308,172.50</b>
					<hr/> <hr/>

### Budget Transfer Form

<b>Dollar Amount</b>	<u>\$1500</u>	
<b>From what Budget Account</b>	<u>01 10102030 550200010</u>	<b>Object Code Description</b> <u>Philosophy : Prof Dev-Travel-In State</u>
<b>To what Budget Account</b>	<u>01 10102030 540600010</u>	<u>Philosophy : Prof Dev-Publications &amp; Dues</u>
<b>Is this a Grant?</b> Yes ( ) No (X)	<b>*If you are submitting a grant transfer, the following statement must appear in the Rationale:</b> "This is an allowable transfer under the (name of grant) guidelines"	
<b>Grant Accountant?</b>	<b>Include Attachments:</b> Yes ( ) No (X)	

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

In-State Travel has been discontinued for this fiscal year due to COVID-19 pandemic.

**Explain specifically why additional funds are needed in the receiving account:**

Faculty are using professional development funds to purchase publications in preparation of the fall semester.

**Required Signatures**

<b>Requestor</b>	<small>DocuSigned by:</small> <u>Danile Manni</u>	<u>6/9/2020</u>
<b>Cost Center Manager</b>	<small>DocuSigned by:</small> <u>Danile Manni</u>	<u>6/9/2020</u>
<b>Associate Dean (If Applicable)</b>	<small>DocuSigned by:</small> <u>Derek Salinas-Lazaruski</u>	<u>6/9/2020</u>
<b>Dean (If Applicable)</b>	<small>DocuSigned by:</small> <u>[Signature]</u>	<u>6/9/2020</u>
<b>Associate Vice President</b>	<small>DocuSigned by:</small> <u>Paul Jensen</u>	<u>6/16/2020</u>
<b>Area Vice President</b>	<small>DocuSigned by:</small> <u>Susan Marie Campos</u>	<u>6/16/2020</u>

#### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** [Signature]

**AVP of Finance:** \_\_\_\_\_

**VP of Business Services:** [Signature]

Entered by: B5116 DS 6/23/20

6/23/20

### Budget Transfer Form

Dollar Amount \$1,200

From what Budget Account 01 10200510 54060005 **Object Code Description**  
Publication & Dues

To what Budget Account 01 10200510 55010005 Meeting Expense

Is this a Grant?  Yes  No  
\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?  Yes  No

Rationale:  
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
Sufficient funds are available on the account to cover all the upcoming expenses for publication & dues in the Accounting Department.

Explain specifically why additional funds are needed in the receiving account:  
Funds are needed to cover the registration expenses for the ACBSP Chicago Conference on June 26-27, 2020.

#### Required Signatures

Requestor Joanne Olkash 3/11/2020

Cost Center Manager William Griffin 3/11/2020

Associate Dean (If Applicable) \_\_\_\_\_  
Dean (If Applicable) Jennifer Davidson 3/12/2020

Associate Vice President Paul Jensen 3/12/2020

Area Vice President Susan Campos 4/16/2020

#### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_  
Asst. Director of Finance \_\_\_\_\_  
Exec. Director of Finance: [Signature]  
AVP of Finance: \_\_\_\_\_  
VP of Business Services: [Signature] 6/11/20

Entered by: B5106 DS 6/15/20

### Budget Transfer Form

Dollar Amount

\$1,000.00

From what Budget Account

01 80200510 550100005

Object Code Description

Finance : Meeting Expense

To what Budget Account

01 80400525 540700005

Purchasing : Advertising

Is this a Grant?

Yes [ ] No [X]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes [ ] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

~~XX~~

The funds are no longer needed because there are no off campus meetings scheduled the remainder of the fiscal year.

Explain specifically why additional funds are needed in the receiving account:

There were more Bid Advertising needed this Fiscal Year than originally budgeted for.

#### Required Signatures

Requestor

DocuSigned by: Danielle Stephens 6/15/2020

Cost Center Manager

DocuSigned by: jennreynolds@riton.edu 6/15/2020

Associate Dean (If Applicable)

\_\_\_\_\_

Dean (If Applicable)

\_\_\_\_\_

Associate Vice President

DocuSigned by: Colleen Rockafellow 6/15/2020

Area Vice President

DocuSigned by: Garrick Arzetyan 6/22/2020

#### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: AM

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by: BS111DS 6/23/20

### Budget Transfer Form

Dollar Amount \$516.00

From what Budget Account 01 80200510 550200005

Object Code Description  
Finance : Travel - In State

To what Budget Account 01 80400525 540700005

Purchasing : Advertising

Is this a Grant?  
Yes [ ] No [X]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes [ ] No [X]

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
There was less Travel - In State needed this Fiscal Year.

Explain specifically why additional funds are needed in the receiving account:  
There was more Bid Advertising needed this Fiscal Year than originally budgeted for.

Required Signatures

Requestor

DocuSigned by:  
Danielle Stephens 6/15/2020

Cost Center Manager

DocuSigned by:  
jimreynolds@stirton.edu 6/15/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:  
Colleen Rockafellow 6/15/2020

Area Vice President

DocuSigned by:  
Sean Sullivan 6/15/2020

### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_ *MS*

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_ *CS @ 6/23/21*

Entered by: BS118 DSG/23/20



Budget Transfer Form

Dollar Amount

\$1,409.00

From what Budget Account

01 - 80200510 - 590900000

Object Code Description

Finance : Other Expenditures

To what Budget Account

01 - 80400525 - 540700005

Purchasing : Advertising

Is this a Grant?  
Yes ( ) No (X)

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes ( ) No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

~~XX~~

The funds are no longer needed because there was less check stock needed this fiscal year.

Explain specifically why additional funds are needed in the receiving account:

There was more Bid Advertising needed this Fiscal Year than originally budgeted for.

Required Signatures

Requestor

DocuSigned by:  
*Darville Stephens* 6/15/2020  
ETAB2BA3C7C8E4

Cost Center Manager

DocuSigned by:  
*jimsayprolets@triton.edu* 6/15/2020  
G3AG027116FD8E2

Associate Dean (If Applicable)

\_\_\_\_\_

Dean (If Applicable)

\_\_\_\_\_

Associate Vice President

DocuSigned by:  
*Colleen Rockafellow* 6/15/2020  
037C020099F8E1

Area Vice President

DocuSigned by:  
*Garride Abegtian* 6/22/2020  
1B232EAC7676450

**BUSINESS OFFICE APPROVALS**

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_ *JR*

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_ *S/g 6/23/20*

Entered by: *BS110 DS 6/23/20*

### Budget Transfer Form

**Dollar Amount** \$850

**From what Budget Account** 05 - 60401040 - 530900010 **Object Code Description** Women's Softball : Other Contractual Services

**To what Budget Account** 05 - 60400505 - 540900505 **Object Code Description** Athletics : Other Materials & Supplies

**Is this a Grant?**  
 Yes ( ) No (X) **\*If you are submitting a grant transfer, the following statement must appear in the Rationale:**  
 "This is an allowable transfer under the (name of grant) guidelines"

**Grant Accountant?** **Include Attachments:** Yes ( ) No (X)

**Rationale:**  
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Funds no longer needed because Softball season has been cancelled.

Explain specifically why additional funds are needed in the receiving account:  
 Funds are needed to purchase maintenance equipment for the athletic fields - brushes and chemicals.

#### Required Signatures

**Requestor** Dimitri Tsakanikas 4/30/2020

**Cost Center Manager** Harry McGinnis 4/30/2020

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** \_\_\_\_\_

**Associate Vice President** Garrick Abuzetian 5/11/2020

**Area Vice President** Sean Sullivan 6/1/2020

#### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** [Signature]

**AVP of Finance:** \_\_\_\_\_

**VP of Business Services:** [Signature] 6/2/20

Entered by: BS083 D56/3/20

Budget Transfer Form

Dollar Amount

\$10,674.67

Object Code Description

From what Budget Account

06 10300520 540100210

Instructional Supplies

To what Budget Account

06 10300520 560600010

Leased Software

Is this a Grant?

Yes [X] No [ ]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

OS  
RL

Grant Accountant? Sum Lau

Include Attachments: Yes [ ] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Due to COVID-19, a Perkins Automotive budget modification is being coordinated. This will change the scope of some projects initially planned, along with their budget line, so funds will not be needed in instructional supplies.

Explain specifically why additional funds are needed in the receiving account:

A Perkins budget modification has been submitted which will require funds to be placed into leased software to cover products (Electude and ASE Entry Level Site Licenses) which will be used for remote automotive instruction and academic assessment.

Required Signatures

Requestor

DocuSigned by:  
Jennifer Davidson 5/15/2020

Cost Center Manager

DocuSigned by:  
Ken Davis 5/15/2020

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:  
Jennifer Davidson 5/15/2020

Associate Vice President

DocuSigned by:  
Paul Jensen 5/15/2020

Area Vice President

DocuSigned by:  
Sue Campos 5/20/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: SL 5/21/20

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services: SL 5/28/20

Entered by: B4904 DS 6/1/20

### Budget Transfer Form

**Dollar Amount** \$4100.50

**From what Budget Account** 06 - 10405003 - 530900010 **Object Code Description** Other Contractual Services

**To what Budget Account** 06 - 20805008 - 540901005 **Object Code Description** Computer Equipment <5K

Is this a Grant?  Yes  No **\*If you are submitting a grant transfer, the following statement must appear in the Rationale:**  
 "This is an allowable transfer under the (name of grant) guidelines"

**Grant Accountant?** David Rodriguez **Include Attachments:** Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 The funding originally scheduled for student orientations and speakers in Health Careers will no longer be utilized. These funds will not be used this fiscal year in this area and are available for transfer. This is an allowable transfer per the Perkins guidelines and the Perkins modification.

**Explain specifically why additional funds are needed in the receiving account:**  
 As a result of COVID-19, the funds will be used for a different purpose. The funds will be used to support the online and remote learning needs of CTE students. Additional funds are needed in the computer line to support this purchase.

**Required Signatures**

**Requestor** Raquel Cotruvo 5/20/2020  
DocuSigned by: 45B5B330C7F8433

**Cost Center Manager** Pamela Harmon 5/20/2020  
DocuSigned by: DC5E6A28C9B44C8

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** Pamela Harmon 5/20/2020  
DocuSigned by: DC5E6A28C9B44C8

**Associate Vice President** Paul Jensen 5/20/2020  
DocuSigned by: 615C0058B1974DE

**Area Vice President** Susan Campos 5/26/2020  
DocuSigned by: FC3A451F68414D5

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** DR **JUN 03 2020**

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** [Signature]

**AVP of Finance:** \_\_\_\_\_

**VP of Business Services:** [Signature] 6/3/20

**Entered by:** B5084 DS 6/3/20

**Budget Transfer Form**

Dollar Amount \$ 571.81

From what Budget Account 06 10405013 540100240 Object Code Description Student Supplies

To what Budget Account 06 10405013 510200005 Professional Tech/ full-time

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Elizabeth Zydron Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Westlake Program's students received their supplies already and funds are not needed anymore during this fiscal year.

**Explain specifically why additional funds are needed in the receiving account:**

Professional Tech/ full-time line has a negative balance and with the amount transferred the balance will be in zeros to close this fiscal year.  
 This transfer is allowable under the Westlake Program Scholarship Grant's guidelines.

**Required Signatures**

Requestor Rosa Maria Hernandez 5/21/2020

Cost Center Manager Meaghan Young-Stephens 5/21/2020

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) Jacqueline Lynch 5/21/2020

Associate Vice President Paul Jensen 5/21/2020

Area Vice President Susan Campos 5/21/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: E Zydron 6/2/20

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/2/20

Entered by: B5085 DS 6/3/20

Budget Transfer Form

Dollar Amount \$ 62.47

From what Budget Account 06 - 10405013 - 540100240 Object Code Description Student Supplies

To what Budget Account 06 - 10405013 - 590200000 Student Grants & Scholarships

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

<sup>DS</sup>  
 RL Grant Accountant? Elizabeth Zydron Include Attachments: Yes  No

**Rationale:**  
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Westlake Program's students received all their supplies and funds are not needed anymore during this fiscal year.

**Explain specifically why additional funds are needed in the receiving account:**  
 Funds are needed in Student Grants and Scholarships line to pay future students' tuition.  
 This transfer is allowable under the Westlake Program Scholarship Grant guidelines.

Required Signatures

**Requestor** Rosa Maria Hernandez 5/21/2020  
DocuSigned by: DS75CA4EE603AC9

**Cost Center Manager** Meaghan Young-Stephens 5/21/2020  
DocuSigned by: B15C4AA3BA844F3

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** Jacqueline Lynch 5/21/2020  
DocuSigned by: F30A81BCD2F664D

**Associate Vice President** Paul Jensen 5/21/2020  
DocuSigned by: 819C0068B19740E

**Area Vice President** Susan Campos 5/21/2020  
DocuSigned by: FC3A451F8641495

**BUSINESS OFFICE APPROVALS**

Grant Accountant: E Zydron 6/2/20

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/3/20

Entered by: B5086 DS 6/3/20

### Budget Transfer Form

Dollar Amount \$ 106.20

From what Budget Account 06 10405013 55010005

Object Code Description

Meeting Expense

To what Budget Account 06 10405013 59020000

Student Grants & Scholarships

Is this a Grant?  
Yes [X] No [ ]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

DS  
RL

Grant Accountant? Elizabeth Zytron

Include Attachments: Yes [ ] No [X]

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
Meeting Expense funds are not longer needed during this fiscal year.

**Explain specifically why additional funds are needed in the receiving account:**

Funds are transferred to Student Grants & Scholarship line to cover future students' tuition.  
This transfer is allowable under the Westlake Scholarship Program Grant guidelines.

**Required Signatures**

Requestor

DocuSigned by:  
Rosa Maria Hernandez 5/21/2020

Cost Center Manager

DocuSigned by:  
Meaghan Young-Stephens 5/21/2020

Associate Dean (if Applicable)

Dean (if Applicable)

DocuSigned by:  
Jacqueline Lynch 5/21/2020

Associate Vice President

DocuSigned by:  
Paul Jensen 5/27/2020

Area Vice President

DocuSigned by:  
Susan Campos 5/27/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: E Zytron 6/2/20

Asst. Director of Finance \_\_\_\_\_  
Exec. Director of Finance \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/3/20

Entered by: B5084 DS 6/3/20

**Budget Transfer Form**

Dollar Amount \$7000

From what Budget Account 06 10605001 55020005 Object Code Description State Performance: Travel/In State

To what Budget Account 06 10605001 510300010 Object Code Description State Performance: PT Faculty Contracts

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

<sup>DS</sup> RC Grant Accountant? Susan Zefeldt Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 There will be unexpended funds in the In-State Travel line at the end of the year that can be used to offset direct instruction costs.

Explain specifically why additional funds are needed in the receiving account:  
 additional funds are needed to cover the cost of summer courses  
 This is an allowable transfer under the State Performance grant guidelines.

**Required Signatures**

Requestor Jacqueline Lynch 6/17/2020  
DocuSigned by: F3DA918CD2F64AD...

Cost Center Manager Jacqueline Lynch 6/17/2020  
DocuSigned by: F3DA918CD2F64AD...

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) Jacqueline Lynch 6/17/2020  
DocuSigned by: F3DA918CD2F64AD...

Associate Vice President Paul Jensen 6/17/2020  
DocuSigned by: U15C006B19740E...

Area Vice President Susan Campos 6/22/2020  
DocuSigned by: FC3A451F8841495...

**BUSINESS OFFICE APPROVALS**

Grant Accountant: [Signature]

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] [Signature] 6/23/20

Entered by: B51191056/23/20




### Budget Transfer Form

**Dollar Amount** \$8000

**From what Budget Account** 06 10605001 550200005 **Object Code Description** State Perf: Travel - In State

**To what Budget Account** 06 10605001 510300010 **Object Code Description** State Perf Grant: PT Faculty Contracts

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

 **Grant Accountant?** Susan ZefeIdt **Include Attachments:** Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

There will be unexpended funds in the In State Travel line at the end of the year that can be used to offset direct instruction costs.

**Explain specifically why additional funds are needed in the receiving account:**

Additional funds are needed to cover the cost of summer courses

This is an allowable transfer under the State Performance grant guidelines.

**Required Signatures**

**Requestor** DocuSigned by: Jacqueline Lynch 6/17/2020  
F30A918CD2F84AD

**Cost Center Manager** DocuSigned by: Jacqueline Lynch 6/17/2020  
F30A918CD2F84AD

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** DocuSigned by: Jacqueline Lynch 6/17/2020  
F30A918CD2F84AD

**Associate Vice President** DocuSigned by: Paul Jensen 6/17/2020  
619C009B01974DE

**Area Vice President** DocuSigned by: Susan Campos 6/22/2020  
FC3A451F8641495

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

**AVP of Finance:** \_\_\_\_\_

**VP of Business Services:** S/S \_\_\_\_\_ S/S \_\_\_\_\_

Entered by: B5122 D56/23/20

### Budget Transfer Form

Dollar Amount

\$5000

Object Code Description

From what Budget Account

06 10605002 540100110

AES-ADULT ED. STATE: Office Supplies

To what Budget Account

06 10605002 510300010

AES-ADULT ED. STATE : Part-Time Faculty Contract

Is this a Grant?

Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"



Grant Accountant? Susan Zefeldt

Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

there will be unexpended finds in the office supplies line at the end of the year that can be applied to direct instruction costs. .

Explain specifically why additional funds are needed in the receiving account:

additional funds are needed to cover the cost of summer courses

This is an allowable expense under the AES-ADULT ED grant guidelines.

**Required Signatures**

Requestor

DocuSigned by:  
Jacqueline Lynch 6/17/2020

Cost Center Manager

DocuSigned by:  
Jacqueline Lynch 6/17/2020

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:  
Jacqueline Lynch 6/17/2020

Associate Vice President

DocuSigned by:  
Paul Jensen 6/17/2020

Area Vice President

DocuSigned by:  
Susan Campos 6/22/2020

### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by: B5123 DS 6/23/20

### Budget Transfer Form

Dollar Amount

\$1055

Object Code Description

From what Budget Account

06 10905001 550300005

Travel - Out of State

To what Budget Account

06 20805008 540901005

Equipment-non capitalized (Computer)

Is this a Grant?

Yes (X) No ( )

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

DS  
RL

Grant Accountant? David Rodriguez

Include Attachments: Yes ( ) No (X)

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

Due to COVID-19 and college closure, the out-of-state travel originally scheduled for the Perkins Personal Trainer(HSES) program will not be needed. These funds will not be used this fiscal year in this area and are available for transfer. This is an allowable transfer per the Perkins guidelines and the Perkins modification.

**Explain specifically why additional funds are needed in the receiving account:**

As a result of COVID-19, the funds will be used for a different purpose. The funds will be used to support the online and remote learning needs of CTE students. Additional funds are needed in the computer line to support this purchase.

**Required Signatures**

Requestor

DocuSigned by:  
Raquel Cotuno 5/11/2020

Cost Center Manager

DocuSigned by:  
Julianne Murphy 5/12/2020

Associate Dean (If Applicable)

DocuSigned by:  
Derek Salinas-Lazariski 5/20/2020

Dean (If Applicable)

DocuSigned by:  
[Signature] 5/20/2020

Associate Vice President

DocuSigned by:  
Paul Jensen 5/20/2020

Area Vice President

DocuSigned by:  
Susan Campos 5/20/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: SL 5/21/20

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 5/28/20

Entered by: B4905 DS 6/1/20

Budget Transfer Form

Dollar Amount \$ 534.00

From what Budget Account 06 20205002 550200005 Object Code Description Travel In-State

To what Budget Account 06 20205002 510200010 Professional Technician Part-time

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

 Grant Accountant? Susan Zefeldt Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Travel in Stated trips were not allowed since last March. Funds are available to be transferred to Professional Technician Part-time line.

Explain specifically why additional funds are needed in the receiving account:  
 Funds are needed in the Professional Technician part-time line to cover part-time tutors salaries.  
 This budget transfer is allowable by the ICCB Innovative Bridge guidelines.

Required Signatures

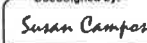
Requestor  5/14/2020  
DocuSigned by: Rosa Maria Hernandez

Cost Center Manager  5/27/2020  
DocuSigned by: Cwa Peluch

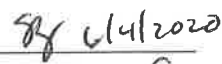
Associate Dean (If Applicable) \_\_\_\_\_


Dean (If Applicable)  5/27/2020  
DocuSigned by: Jacqueline Lynch


Associate Vice President  5/27/2020  
DocuSigned by: Paul Jensen

Area Vice President  5/29/2020  
DocuSigned by: Susan Campos


**BUSINESS OFFICE APPROVALS**

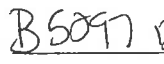
Grant Accountant:  6/4/2020

Asst. Director of Finance: 

Exec. Director of Finance: 

AVP of Finance: \_\_\_\_\_

VP of Business Services:  6/4/20

Entered by:  05 6/8/20

**Budget Transfer Form**

**Dollar Amount** \$4863

**From what Budget Account** 06 - 20805008 - 530900010 **Object Code Description** Other Contractual

**To what Budget Account** 06 - 10300520 - 560600010 **Object Code Description** Leased Software

Is this a Grant?  Yes  No **\*If you are submitting a grant transfer, the following statement must appear in the Rationale:**  
 "This is an allowable transfer under the (name of grant) guidelines"

<sup>OS</sup>  
 RC Grant Accountant? David Rodriguez **Include Attachments:** Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

The funding originally scheduled for the Perkins Consultant will no longer be utilized. These funds will not be used this fiscal year in this area and are available for transfer. This is an allowable transfer per the Perkins guidelines and the Perkins modification.

**Explain specifically why additional funds are needed in the receiving account:**

As a result of COVID-19, the funds will be used for a different purpose. The funds will be used to support the online and remote learning needs of CTE students. Additional funds are needed in the software line to support this purchase.

**Required Signatures**

**Requestor** Raquel Cotuno 5/15/2020  
DocuSigned by: 15B5B335C7F6433

**Cost Center Manager** Ken Davis 5/15/2020  
DocuSigned by: 8F9E499953FC476...

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** Jennifer Davidson 5/15/2020  
DocuSigned by: 1EE74089D2C46E...

**Associate Vice President** Paul Jensen 5/15/2020  
DocuSigned by: 812C008B1974DE...

**Area Vice President** Susan Campos 5/26/2020  
DocuSigned by: FC3A451F8B41485...

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** DR JUN 03 2020

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** [Signature]

**AVP of Finance:** \_\_\_\_\_

**VP of Business Services:** [Signature] 6/3/20

**Entered by:** BS088 056/3/20

Budget Transfer Form

Dollar Amount

\$1784.56

Object Code Description

From what Budget Account

06 - 20805008 - 550200005

Travel In-State

To what Budget Account

06 - 20805008 - 540901005

Computer Equipment <5K

Is this a Grant?  
Yes [X] No [ ]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

DS  
RL

Grant Accountant? David Rodriguez

Include Attachments: Yes [ ] No [X]

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Due to COVID-19 and college closure, the in-state travel plans originally scheduled will not be feasible. These funds will not be used this fiscal year in this area and are available for transfer. This is an allowable transfer per the Perkins guidelines and the Perkins modification.

Explain specifically why additional funds are needed in the receiving account:

As a result of COVID-19, the funds will be used for a different purpose. The funds will be used to support the online and remote learning needs of CTE students. Additional funds are needed in the computer line to support this purchase.

Required Signatures

Requestor

DocuSigned by:  
Raquel Coturo 5/15/2020  
45B5B335C7F5433...

Cost Center Manager

DocuSigned by:  
Paul Jensen 5/15/2020  
815C066BB1974DE...

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:  
Paul Jensen 5/19/2020  
815C066BB1974DE...

Area Vice President

DocuSigned by:  
Susan Campos 5/26/2020  
FC3A451F8641495...

**BUSINESS OFFICE APPROVALS**

Grant Accountant:

DR. JUN 03 2020

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

*[Handwritten signatures and dates]*  
6/3/20

Entered by:

B5090DS 6/3/20

### Budget Transfer Form

Dollar Amount

\$337.15

From what Budget Account

06 20905016 55020005

Object Code Description

Travel - In State

To what Budget Account

06 20805008 540901005

Computer Equipment <5K

Is this a Grant?

Yes (X) No ( )

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? David Rodriguez

Include Attachments: Yes ( ) No (X)

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

Due to COVID-19, the travel funding originally budgeted for CAAS will no longer be utilized. These funds will not be used this fiscal year in this area and are available for transfer. This is an allowable transfer per the Perkins guidelines and the Perkins modification.

**Explain specifically why additional funds are needed in the receiving account:**

As a result of COVID-19, the funds will be used for a different purpose. The funds will be used to support the online and remote learning needs of CTE students. Additional funds are needed in the computer line to support this purchase.

**Required Signatures**

Requestor

DocuSigned by: Raquel Coturo 5/20/2020

Cost Center Manager

DocuSigned by: Deborah Kaczmarek 5/26/2020

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by: Hilary Meyer 5/26/2020

Associate Vice President

DocuSigned by: Paul Jensen 5/26/2020

Area Vice President

DocuSigned by: Susan Campos 5/26/2020

**BUSINESS OFFICE APPROVALS**

DK JUN 03 2020

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: AK

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 4/3/20

Entered by: B5087 DS 6/3/20

Budget Transfer Form

Dollar Amount \$2,277.80

From what Budget Account 06 - 20905033 - 530900010 Object Code Description Biotechnology Perkins:Other Contractual Svcs

To what Budget Account 06 - 20905033 - 540100210 Object Code Description Biotechnology Perkins:Instructional Supplies

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

<sup>03</sup>  
 DR Grant Accountant? Susan Zefeldt Include Attachments: Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

No further purchases were planned from this account, leaving remaining funds available to transfer. This is an allowable transfer under the Biotechnology Perkins guidelines.

**Explain specifically why additional funds are needed in the receiving account:**

Funds are needed from the Biotechnology Perkins: Instructional Supplies account to replace an automatic cell counter for the biotechnology program.

Required Signatures

Requestor	<small>DocuSigned by:</small> Jennifer Davidas <small>2010F700000421</small>	5/26/2020
Cost Center Manager	<small>DocuSigned by:</small> Gabriel Guzman <small>200150270005410</small>	5/26/2020
Associate Dean (If Applicable)	<small>DocuSigned by:</small> Derek Salinas-Lazarski <small>81310C3C3007416</small>	5/27/2020
Dean (If Applicable)	<small>DocuSigned by:</small> Ves L. <small>8537F33004408</small>	5/27/2020
Associate Vice President	<small>DocuSigned by:</small> Paul Jensen <small>8710C000010740C</small>	5/27/2020
Area Vice President	<small>DocuSigned by:</small> Susan Campos <small>FC3A451F8C41405</small>	5/27/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: [Signature] 6/4/2020

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/4/20

Entered by: B5093 DS 6/8/20




### Budget Transfer Form

Dollar Amount \$523.40

From what Budget Account 06 30205006 540200005 Object Code Description Chicago2Tribune-Printing

To what Budget Account 06 30205006 530900010 Object Code Description Chicago2Tribune-Other Contractual

Is this a Grant?  Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

<sup>DS</sup>  
 Grant Accountant? Susan Zefeldt Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Funds are no longer needed in this line item due to grant ending June 30th.

**Explain specifically why additional funds are needed in the receiving account:**

The funds are needed in other contractual services to secure a contract for mentoring training services to support the TRIUMPH Expansion program to meet the grant measurable.  
 This is an allowable transfer under the Chicago 2 Tribune or McCormick grant guidelines.

**Required Signatures**

**Requestor** DocuSigned by: Julia Willis 6/3/2020  
4CB8A7D0D0354C9

**Cost Center Manager** DocuSigned by: Julia Willis 6/3/2020  
4CB8A7D0D0354C9

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** DocuSigned by: Denise Jones 6/11/2020  
6B573DD3C454BE

**Associate Vice President** DocuSigned by: Demell Carter 6/18/2020  
725E6B3F2B59402

**Area Vice President** DocuSigned by: Jodi Koslow Martin 6/18/2020  
7F7DB9A84BAE4FC

### BUSINESS OFFICE APPROVALS

Grant Accountant: 6/18/2020

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

AVP of Finance: S

VP of Business Services: slb

Entered by: \_\_\_\_\_

6/23/20


**Budget Transfer Form**

Dollar Amount \$2,730.65

From what Budget Account 06 30205006 540900505 Object Code Description Chicago2Tribune-Other Materials

To what Budget Account 06 30205006 530900010 Object Code Description Chicago2Tribune-Other Contractual Services

Is this a Grant? Yes (X) No ( ) \*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

 Grant Accountant? Susan Zefeldt Include Attachments: Yes ( ) No (X)

**Rationale:**

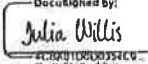
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Funds are no longer needed in this line item due grant ending June 30th.

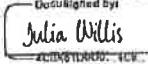
**Explain specifically why additional funds are needed in the receiving account:**

The funds are needed in other contractual services to secure a contract for mentoring training services to support the TRIUMPH Expansion program to meet the grant measurable.


This is an allowable transfer under the Chicago Tribune McCormick grant guidelines.

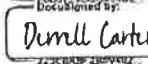
**Required Signatures**

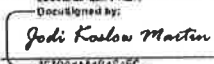
Requestor  6/3/2020

Cost Center Manager  6/3/2020


Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable)  6/4/2020


Associate Vice President  6/10/2020

Area Vice President  6/10/2020


**BUSINESS OFFICE APPROVALS**

Grant Accountant:  6/11/2020

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance:  \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services:  6/11/20

Entered by: BSB03 DS 6/15/20

### Budget Transfer Form

Dollar Amount

\$3,955.48

From what Budget Account

06 - 30205006 - 550100005

Object Code Description

Chicago2Tribune-Meeting Expenses

To what Budget Account

06 - 30205006 - 530900010

Chicago2Tribune-Other Contractual Services

Is this a Grant?

Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:

"This is an allowable transfer under the (name of grant) guidelines"

DS  
RC

Grant Accountant? Susan Zefeldt

Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Funds are no longer needed in this line item due to grant ending June 30th

Explain specifically why additional funds are needed in the receiving account:

The funds are needed in other contractual services to secure a contract for mentoring training services to support the TRIUMPH Expansion program to meet the grant measurable.

This is an allowable transfer under the Chicago Tribune McCormick grant guidelines.

Required Signatures

Requestor

DocuSigned by:  
Julia Willis 6/3/2020

Cost Center Manager

DocuSigned by:  
Julia Willis 6/3/2020

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:  
Denise Jones 6/4/2020

Associate Vice President

DocuSigned by:  
Demell Carter 6/10/2020

Area Vice President

DocuSigned by:  
Jodi Koslow Martin 6/10/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: [Signature] 6/11/2020

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/11/20

Entered by: BS104 DS 6/15/20

**Budget Transfer Form**

Dollar Amount \$1,740.30

From what Budget Account 06 30205006 550200005 Object Code Description Chicago2Tribune-Travel-In State

To what Budget Account 06 30205006 530900010 Object Code Description Chicago2Tribune-Other Contractual Services

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

<sup>DS</sup>  
 [Signature] Grant Accountant? Susan Zefe1dt Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Funds are no longer needed in this line item due to grant ending June 30th

Explain specifically why additional funds are needed in the receiving account:

The funds are needed in other contractual services to secure a contract for mentoring training services to support the TRIUMPH Expansion program to meet the grant measurable.

This is an allowable transfer under the Chicago Tribune McCormick grant guidelines.

**Required Signatures**

Requestor DocuSigned by: Julia Willis 6/3/2020

Cost Center Manager DocuSigned by: Julia Willis 6/3/2020

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) DocuSigned by: Denise Jones 6/4/2020

Associate Vice President DocuSigned by: Derrill Carter 6/10/2020

Area Vice President DocuSigned by: Jodi Koslow Martin 6/10/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: [Signature] 6/11/2020

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/11/20

Entered by: BSIOS DS 6/15/20

### Budget Transfer Form

Dollar Amount

\$3000.00

From what Budget Account

06 - 30205011 - 540100110

Object Code Description

ECMC YR2 office supplies

To what Budget Account

06 - 30205011 - 510200005

ECMC YR2 PROF Full Time

Is this a Grant?  
Yes (X) No ( )

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

DS  
RL

Grant Accountant? Susan Zefeldt

Include Attachments: Yes (X) No ( )



#### Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

TRIUMPH submitted a budget modification due to COVID-19. Due to budget modification, the full amount of funds are no longer needed in this line item. Approved funds will now be dispersed evenly to all of our TRIUMPH Expansion partnering institutions to support the purchase of programming supplies and personnel salaries. The budget modification was approved by grant funder. This transfer supports TRITON TRIUMPH personnel.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed in this account to support Triton College personal needs due to COVID-19 as approved by the budget modification.

This an allowable transfer under the ECMC grant guidelines.

#### Required Signatures

Requestor

DocuSigned by:  
Julia Willis 5/29/2020  
4CBAD100D0354C9...

Cost Center Manager

DocuSigned by:  
Julia Willis 6/3/2020  
4CBAD100D0354C9...

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:  
Denise Jones 6/4/2020  
568579903C454BE...

Associate Vice President

DocuSigned by:  
Derrill Carter 6/10/2020  
229C6A0F2809402...

Area Vice President

DocuSigned by:  
Jodi Koslow Martion 6/10/2020  
56831F99DD01439...

#### BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature] 6/11/2020

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/11/20

Entered by: B5108 DS 6/15/20


### Budget Transfer Form

Dollar Amount \$1000.00

From what Budget Account 06 30205011 540900505 Object Code Description ECMC YR2 Other Materials and supplies

To what Budget Account 06 30205011 510200005 Object Code Description ECMC YR2 PROF Full Time

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Susan Zefeldt Include Attachments: Yes  No  

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

TRIUMPH submitted a budget modification due to COVID-19. Due to budget modification, the full amount of funds are no longer needed in this line item. Approved funds will now be dispersed evenly to all of our TRIUMPH Expansion partnering institutions to support the purchase of programming supplies and personnel salaries. The budget modification was approved by grant funder. This transfer supports TRITON TRIUMPH personnel.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed in this account to support Triton College Triumph advisor personnel needs due to COVID-19 as approved by the budget modification.

This an allowable transfer under the ECMC grant guidelines.

**Required Signatures**

Requestor Julia Willis 5/29/2020  
DocuSigned by: 4CBAGTDD00354C9

Cost Center Manager Julia Willis 6/3/2020  
DocuSigned by: 4CBAGTDD00354C9

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) Denise Jones 6/4/2020  
DocuSigned by: 6B85739D3C454BE

Associate Vice President Demell Carter 6/18/2020  
DocuSigned by: 220C68BF2067A02

Area Vice President Jodi Koslow Martin 6/18/2020  
DocuSigned by: 7F708BABB4E4FC

**BUSINESS OFFICE APPROVALS**

Grant Accountant: Sy 6/18/2020

Asst. Director of Finance \_\_\_\_\_ 

Exec. Director of Finance: \_\_\_\_\_

AVP of Finance: \_\_\_\_\_

VP of Business Services: S/SO 6/23/20

Entered by: BS113 DS 6/23/20

### Budget Transfer Form

Dollar Amount

\$5687.50

Object Code Description

From what Budget Account

06 30205011 55020005

ECMC YR2-Travel In-state

To what Budget Account

06 30205011 530900010

ECMC YR2-Other Contractual Services

Is this a Grant?  
Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

DS  
RC

Grant Accountant? Susan Zefeldt

Include Attachments: Yes  No



Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

TRIUMPH submitted a budget modification due to COVID-19. Due to budget modification, funds are no longer needed in this line item. Approved funds will now be dispersed evenly to all of our TRIUMPH Expansion partnering institutions to support the purchase of programming supplies and personnel salaries. The budget modification was approved by grant funder.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed in this account to support our partnering institutions additional supplies and personal needs due to COVID-19 as approved by the budget modification.

#### Required Signatures

Requestor

DocuSigned by:  
Julia Willis 5/29/2020  
4CBA610D00354C9

Cost Center Manager

DocuSigned by:  
Julia Willis 6/3/2020  
4CBA610D00354C9

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:  
Denise Jones 6/4/2020  
F085739D3C454DE

Associate Vice President

DocuSigned by:  
Durrell Carter 6/10/2020  
22C0E0A872009402

Area Vice President

DocuSigned by:  
Jodi Koslow Martin 6/10/2020  
7F7DB8A84BAE4FC

#### BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature] 6/11/2020

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/11/20

Entered by: B5107 DS 6/15/20

### Budget Transfer Form

Dollar Amount

\$ 33.79

Object Code Description

From what Budget Account

06 30805001 550100005

Meeting Expense

To what Budget Account

06 30805001 540900505

Other Materials and Supplies

Is this a Grant?

Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:

"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Susan Zefeldt

Include Attachments: Yes  No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
Meeting Expense funds are not needed anymore during this fiscal year.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed in Other Materials and Supplies line to purchase ESL books which will benefit students and tutors in the Access to Literacy Program.

This budget transfer is allowable under the Adult Volunteer Literacy Grant guidelines.

#### Required Signatures

Requestor

DocuSigned by:  
Rosa Maria Hernandez 5/20/2020

Cost Center Manager

DocuSigned by:  
Britt Pisto 5/20/2020

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:  
Jaqueline Lynch 5/20/2020

Associate Vice President

DocuSigned by:  
Paul Jensen 5/20/2020

Area Vice President

DocuSigned by:  
Susan Campos 5/20/2020

#### BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance:

Exec. Director of Finance:

AVP of Finance: \_\_\_\_\_

VP of Business Services:

Entered by: B5082 DS 6/2/20



Budget Transfer Form

Dollar Amount \$ 885.50

From what Budget Account 06 30805001 55020005 Object Code Description Travel In-State

To what Budget Account 06 30805001 540900505 Other Materials & Supplies

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

RC Grant Accountant? Susan Zefeldt Include Attachments: Yes  No

Rationale:  
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Due to extended remote work situation Travel In-State's funds will not be needed during this fiscal year.

Explain specifically why additional funds are needed in the receiving account:  
 Funds are needed to purchase ESL books which will benefit students and tutors in the Access to Literacy Program.  
 This transfer is allowable under the guidelines of the Adult Volunteer Literacy Grant.

Required Signatures

Requestor Rosa Maria Hernandez 5/20/2020

Cost Center Manager Britt Pisto 5/20/2020

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) Jaqueline Lynch 5/20/2020

Associate Vice President Paul Jensen 5/20/2020

Area Vice President Susan Campos 5/20/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/1/20

Entered by: B5081 DS 6/2/20

### Budget Transfer Form

**Dollar Amount** \$141772.00

**From what Budget Account** 06 - 30905008 - 510200005 **Object Code Description** Professional/Tech Full Time

**To what Budget Account** 06 - 30905008 - 530900010 **Object Code Description** Other Contractual Services

Is this a Grant?  Yes  No  **\*If you are submitting a grant transfer, the following statement must appear in the Rationale:**  
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Elizabeth Zydron **Include Attachments:** Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

The personnel funds originally budgeted in the grant will no longer be used. This transfer is allowable per the approved grant modification and grant guidelines. The funds will be used to support the welding program completion.

**Explain specifically why additional funds are needed in the receiving account:**

The funds are needed in this account to replace the portable station exhaust units with a new Welding Fume Extraction System and make the commensurate modifications to the lab HVAC among other upgrades. This transfer is allowable per the approved grant modification and grant guidelines.

**Required Signatures**

**Requestor** Lee M. Jackson 6/4/2020  
DocuSigned by: Lee M. Jackson

**Cost Center Manager** Lee M. Jackson 6/9/2020  
DocuSigned by: Lee M. Jackson

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** \_\_\_\_\_

**Associate Vice President** Paul Jensen 6/9/2020  
DocuSigned by: Paul Jensen

**Area Vice President** Susan Campos 6/9/2020  
DocuSigned by: Susan Campos

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** E Zydron 6/10/20

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** ML

**AVP of Finance:** \_\_\_\_\_

**VP of Business Services:** [Signature] 6/11/20

**Entered by:** B5100 JDS 6/11/20

Budget Transfer Form

Dollar Amount \$7,800.00

From what Budget Account 06 30905008 520100105 Object Code Description Benefits

To what Budget Account 06 30905008 530900010 Contractual Services

Is this a Grant? Yes  No  \*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Elizabeth Zydron Include Attachments: Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

The benefits/medical dental originally budgeted in the WEI grant will no longer be used and is available for transfer. This is an allowable transfer per the approved WEI Budget Modification and per grant guidelines.

**Explain specifically why additional funds are needed in the receiving account:**

The funds will be used to replace the portable station exhaust units and make the commensurate modifications to the lab HVAC among other upgrades. This is allowable per the modification and grant guidelines.

Required Signatures

**Requestor** Lee M. Jackson 6/4/2020

**Cost Center Manager** Lee M. Jackson 6/9/2020

**Associate Dean (if Applicable)** \_\_\_\_\_

**Dean (if Applicable)** \_\_\_\_\_

**Associate Vice President** Paul Jensen 6/9/2020

**Area Vice President** Susan Campos 6/18/2020

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** E Zydron 6/23/20

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

**AVP of Finance:** \_\_\_\_\_

**VP of Business Services:** S/S 6/23/20

Entered by: B. Sloger DS 6/23/20

Budget Transfer Form.

Dollar Amount

\$16041.72

From what Budget Account

06 - 30905008 - 520900000

Object Code Description

Benefits

To what Budget Account

06 - 30905008 - 530900010

Contractual Services

Is this a Grant?  
Yes [X] No [ ]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

RC

Grant Accountant? Elizabeth Zydron

Include Attachments: Yes [ ] No [X]

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The benefits originally budgeted in the WEI grant will no longer be needed and are available for transfer. This is allowable per the approved WEI budget modification and per grant guidelines.

Explain specifically why additional funds are needed in the receiving account:

The funds will be used to make upgrades to the welding lab including replacing the portable station exhaust units and making modifications to the lab HVAC among others. This is allowable per the grant modification.

Required Signatures

Requestor

DocuSigned by:  
Lee M. Jackson 6/4/2020

Cost Center Manager

DocuSigned by:  
Lee M. Jackson 6/9/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:  
Paul Jensen 6/9/2020

Area Vice President

DocuSigned by:  
Susan Campos 6/9/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: E. Zydron 6/10/20

Asst. Director of Finance \_\_\_\_\_  
Exec. Director of Finance: AP

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/11/20

Entered by: B5098 DS 6/11/20

Budget Transfer Form

Dollar Amount

\$16000.00

Object Code Description

From what Budget Account

06 - 30905008 - 59090000

Other Expenditures

To what Budget Account

06 - 30905008 - 530900010

Other Contractual Services

Is this a Grant?  
Yes [X] No [ ]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Elizabeth Zytron

Include Attachments: Yes [ ] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The other expenditures originally budgeted in the grant will no longer be needed. This is an allowable transfer per the approved Budget modification and grant guidelines. Funds will be used to support the welding program completion.

Explain specifically why additional funds are needed in the receiving account:

The funds will be used to replace the portable station exhaust units and make the commensurate modifications to the lab HVAC among other upgrades. This is an allowable transfer per the approved Budget modification and grant guidelines.

Required Signatures

Requestor

DocuSigned by:  
Lee M. Jackson 6/9/2020

Cost Center Manager

DocuSigned by:  
Lee M. Jackson 6/9/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:  
Paul Jensen 6/9/2020

Area Vice President

DocuSigned by:  
Susan Campos 6/9/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: E. Zytron 6/10/20

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_ AP

AVP of Finance: \_\_\_\_\_

VP of Business Services: Sh 6/11/20

Entered by: B5102 DS 6/11/20

**Budget Transfer Form**

Dollar Amount

\$34186.28

From what Budget Account

06 - 30905008 - 590900010

Object Code Description

Day Care Services

To what Budget Account

06 - 30905008 - 530900010

Contractual Services

Is this a Grant?  
Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

DR  
RL

Grant Accountant? Elizabeth Zydron

Include Attachments: Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

The daycare funds originally budgeted for WEI students will no longer be used. Per the approved budget modification and per the WEI grant guidelines, the funds will be used to support the welding program upgrades to fit industry standards.

**Explain specifically why additional funds are needed in the receiving account:**

The funds are needed in the account to support the welding lab upgrades. The upgrades will include replacing the portable station exhaust units and make the commensurate modifications to the lab HVAC among others. This is allowable per grant budget modification and grant guidelines.

**Required Signatures**

Requestor

DocuSigned by:  
Lee M. Jackson 6/4/2020

Cost Center Manager

DocuSigned by:  
Lee M. Jackson 6/9/2020

Associate Dean (If Applicable)

\_\_\_\_\_

Dean (If Applicable)

\_\_\_\_\_

Associate Vice President

DocuSigned by:  
Paul Jensen 6/9/2020

Area Vice President

DocuSigned by:  
Susan Campos 6/9/2020

**BUSINESS OFFICE APPROVALS**

Grant Accountant: E Zydron 6/10/20

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/11/20

Entered by: BS101 DS 6/11/20

Budget Transfer Form

Dollar Amount

\$19973.72

From what Budget Account

06 - 30905008 - 590900010

Object Code Description

childcare

To what Budget Account

06 - 30905008 - 540900505

Other Materials & Supplies

Is this a Grant?

Yes [X] No [ ]

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

RC

Grant Accountant? Elizabeth Zytron

Include Attachments: Yes [ ] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The childcare originally budgeted in the WEI grant will no longer be needed and is available for transfer. This is allowable per the approved budget modification and per grant guidelines.

Explain specifically why additional funds are needed in the receiving account:

funds are needed in the supply line to purchase supplies for the WEI workshops, job fairs & completion events scheduled for participants. This is allowable per the approved modification and grant guidelines.

Required Signatures

Requestor

DocuSigned by:  
Lee M. Jackson 6/4/2020

Cost Center Manager

DocuSigned by:  
Lee M. Jackson 6/9/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:  
Paul Jensen 6/9/2020

Area Vice President

DocuSigned by:  
Susan Campos 6/9/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zytron 6/10/20

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: [Signature]

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 6/11/20

Entered by: B5099 DS 6/11/20

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16473

**SUBJECT: AGREEMENT WITH YAMI VENDING FOR VENDING MANAGEMENT AND OPERATION**

**RECOMMENDATION:** That the Board of Trustees approve an Agreement with Yami Vending for the Management and Operation of Vending Program at Triton College. The contract term will be August 16, 2020 through June 30, 2025. The contract will provide 32% commission on all beverage and snack sales. The minimum guarantee will be \$100,000 at \$200,000 gross yearly sales, \$80,000 at \$180,000 gross yearly sales, \$40,000 at \$160,000 gross yearly sales, \$20,000 at \$140,000 gross yearly sales. Additionally, the College will receive a \$5,000 yearly signing bonus and a \$2,000 yearly student scholarship.

**RATIONALE:** Yami vending will provide state-of-the-art vending equipment on Triton College campus. The vending machines will contain credit card readers, google pay, and remote monitoring devices for real time monitoring of sales. Yami vending operates over 225 locations in Illinois, Wisconsin, and Indiana, including Joliet Junior College and Elgin School District 46. The current Gilly Ent., Inc vending contact expires August 14, 2020.

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*Sean Sullivan*

**Submitted to Board by:** \_\_\_\_\_  
Sean O'Brien Sullivan, Vice President of Business Services

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens  
Chairman**

\_\_\_\_\_  
**Diane Viverito  
Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No





## **VENDING LICENSE AND SERVICE AGREEMENT**

This VENDING LICENSE AND SERVICE AGREEMENT (“**Agreement**”) is made as of August 16, 2020 by and between Illinois Community College District 504, commonly known as Triton College (“**College**”), and Yami Vending, Inc., an Illinois corporation (“**Licensee**”). College and Licensee are hereinafter sometimes individually referred to as a “Party” and together referred to as the “Parties”.

### **RECITALS**

- A. Licensee desires to obtain an exclusive license from College to install food and non-alcoholic beverage vending machines at certain facilities operated by College.
- B. College deems it in the best interests of College and the users of these facilities to grant such license to Licensee, on and subject to the terms and conditions hereafter contained in this Agreement and as established by the terms of the RFP, which is incorporated by reference herein.

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

1. Upon and subject to the other terms and conditions of this Agreement, College hereby grants to Licensee an exclusive vending license (the “**License**”) to install, operate and maintain snack and non-alcoholic beverage vending machines of the types and at those locations provided in Triton College RFP.
2. Licensee will provide, deliver, install and maintain in good, clean, sanitary and safe operating condition and at its sole cost and expense, high-quality, undamaged, “user-friendly” and dependable automatic vending machines in accordance with the specifications provided in paragraph 5, below, necessary to provide quality snack and non- alcoholic beverage service, in compliance with all exclusive provider agreements as referenced in the RFP, at each Location (said vending machines and ancillary equipment and devices are hereinafter collectively referred to as the “**Machines**”).
3. a) College will provide at its sole cost and expense: (i) such utility outlets as reasonably required to operate the Machines at the Locations; and (ii) such heat, lights, electrical current, and hot and cold water as may reasonably be necessary to operate the Machines at the Locations; and (iii) garbage disposal services for the Locations.

(b) Licensee acknowledges and agrees that Licensee has inspected the Locations prior to signing this Agreement and that the utility services provided by College at the Locations are sufficient for the safe and proper operation of the Machines at the Locations.

(c) College agrees to notify Licensee promptly of any interruptions, proposed interruptions of service, or changes in the exclusive supplier agreements.

(d) College will be responsible for the cleaning and maintenance of all wall and floor surfaces at the Locations.

4. (a) Licensee agrees to the placement of the Machines at the provided locations in College's RFP, with the exact location of each Machine within the general locations to be as approved by College. Licensee shall not make any changes to the agreed upon specifications without in each instance obtaining the prior written consent of College.

(b) All ADA Compliant Machines shall meet or exceed all applicable governmental or industry safety standards. All Machines will accept credit cards, coins, \$1 bills, and high-volume Location Machines will accept \$1 bills and \$5 bills as specified by College.

(c) Licensee's provision of snack and beverage vending service shall at all times be sanitary and sufficient to meet public demand. All food and beverage items provided in the Machines (individually and collectively, the "**Product**") shall be in compliance with all College exclusive product agreements, which is with PepsiCo at the time of execution of this Agreement, and shall be of high quality and shall be fresh. Licensee shall adequately monitor the sales of Product from the Machines and make all adjustments necessary in servicing frequency, and in consultation with and subject to the direction of the College, make all adjustments necessary in Product variety and Product allocation by Location, to maximize customer satisfaction.

5. (a) All Machines will be installed, fully stocked and fully operational at each Location by the start of the first day of the License term for that Location.

(b) Licensee shall, without cost to College, install, continuously stock, maintain, repair and service the Machines at the Locations. Licensee shall provide Licensee's services seven (7) days a week during all hours that the Locations are open to the public, to ensure that the Machines are well stocked and properly operating. Repairs and replacements of malfunctioning, damaged or destroyed Machines, or provision of a temporary, comparable substitute machine, shall be made by Licensee promptly and in no event later than twenty-four (24) hours from the time of notification by College, unless such repair or replacement requires labor or materials from third parties in which event it shall be made no later than three (3) days from the time of notification by College.

6. (a) Licensee represents and warrants that it is the sole owner of the Machines. Except as otherwise provided in this paragraph, Licensee shall remain the sole owner of the Machines. Upon termination of the License, Licensee shall remove the Machines from College property and shall return and restore the Locations to College together with all equipment furnished by College in the condition



as when originally made available to Licensee, reasonable wear and tear excepted. If upon termination of the License for any reason, Licensee fails to remove the Machines within fifteen (15) days of such termination, Licensee shall be deemed automatically and without further action on the part of College to have abandoned the Machines, and College shall have the right to retain and use or to dispose of the Machines in any manner it deems desirable and the proceeds, if any, obtained from such disposition shall be and remain the sole property of College for having to dispose of the Machines, and shall not reduce the amount of money, if any, otherwise owed by Licensee to College under this Agreement. If the cost to College of such disposition of the Machines exceeds the amount of any proceeds received by College from such Disposition, Licensee shall pay College the amount of the deficiency promptly upon demand.

(b) The Machines, Products and services shall at all reasonable times be subject to inspection of any person or persons designated by College or as otherwise required by applicable law.

(c) Licensee shall pay to College an annual monthly license fee (the "License Fee") as follows of the gross sales collected from machines (for purposes of this Agreement, gross sales shall mean all monies received from sales rendered less any Illinois Sales Tax collected).

\*Minimum Guarantee payments shall be made to Triton College yearly with the final payment for Year 1 payable in the first quarter of calendar year 2021. Please see Exhibit A, "Proposed Commission Rate(s)" as per Triton College RFP attached hereto.

<u>Minimum Guarantee*</u>	<u>Total *</u>	<u>Effective Dates</u>
Year 1 \$100,000.00	\$100,000.00	August 16, 2020 – June 30, 2021
Year 2 \$100,000.00	\$100,000.00	July 1, 2021 – June 30, 2022
Year 3 \$100,000.00	\$100,000.00	July 1, 2022 – June 30, 2023
Year 4 \$100,000.00	\$100,000.00	July 1, 2023 – June 30, 2024
Year 5 \$100,000.00	\$100,000.00	July 1, 2024 – June 30, 2025

The amounts set forth above shall be revised based upon the language included in Exhibit A, which is attached hereto and incorporated by reference herein.

In addition to the aforementioned amount, Yami Vending will provide the following additional financial incentives:

- a. \$5,000.00 annual signing bonus/sponsorship.
- b. \$2,000.00 scholarship to a Triton student to be awarded annually on April 1<sup>st</sup> of each year during contract term. Triton College will have the sole voting right and final decision on awarding the recipient.
- c. The additional financial incentives set forth above shall be paid without application of the minimum guarantees set forth in Exhibit A.

Initial product pricing as determined by Yami Vending is indicated in Exhibit B attached hereto. Any changes in pricing shall be agreed upon in writing between the authorized agents of the parties.



In the event the College elects to close any facility where Yami Vending machines are located, the College shall have the option to move the equipment to a new location on Triton College's property.

The License Fee shall be paid to the College on a quarterly basis no later than the twentieth (20th) calendar day following close of said period. Licensee shall maintain an approved "counting system" or other means of keeping accurate readings and records of the amounts and types of Product dispensed from and supplied to the Machines at each location in the manner requested by College and provide this information in a written accounting to College together with the payment of the License Fee to which the readings relate, in order to enable the College to confirm the amount of the License Fee and to determine demand for Product at each Location.

(c) To minimize the likelihood of theft or vandalism, all money in Machines shall be collected a minimum of once a week, or more if volume necessitates it. All money shall be removed from the Machines by Licensee's employee, placed in a drum safe or comparably secure device and removed at Licensee's headquarters.

(d) Licensee shall provide a refund option either via its website or mobile application. All machines will be labeled with a service telephone number for technical issues as the result of malfunctioning Machines.

7. (a) Licensee will provide trained personnel to properly service the Machines ("**Licensee's Employees**"). Licensee will select, train and direct Licensee's Employees to perform the required tasks and Licensee will be responsible for their appearance and conduct while on College property. Licensee's Employees will wear uniforms for identification purposes at all times while on College property to perform the required tasks under this Agreement. Licensee represents that it has performed and will perform criminal background checks on each of Licensee's Employees assigned to service the Machines and shall confirm the absence of a conviction for any offense which would make such employee ineligible for employment by College.

(b) Licensee's Employees will be subject to the rules and regulations of the College while on College property.

(c) It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to College arising out of this Agreement shall be that of an independent contractor. Neither Licensee nor any employee or agent of Licensee is an employee or agent of College and therefore it is not and they are not entitled to any benefits provided employees of College. Licensee has no authority to employ/retain any person as employee or agent for or on behalf of College for any purpose. Neither Licensee nor any person engaging in any work or services related to the License, may represent itself or himself as being an employee or agent of College.

8. (a) Licensee shall defend and fully indemnify and hold harmless College, its trustees, officers, employees, agents and volunteers (the College and such other persons being hereinafter referred to

Yami Vending Inc. 8141 Austin Ave, Morton Grove, IL 60053 T 847-423-2448 M 224-628-5600



collectively as the “Indemnified Parties”) against and from any and all claims, damages or expenses (including attorneys’ fees and court costs) sustained or incurred by them or any of them and caused by the acts or omissions of Licensee’s agents or employees relating directly or indirectly to this Agreement or any of the activities conducted on behalf of Licensee under this Agreement. Without limiting the scope of the foregoing obligations, Licensee expressly agrees to defend and fully indemnify and hold harmless the Indemnified Parties against and from any claim or suit alleging personal injury, property damage, sickness, or disease arising from or relating directly or indirectly to the Machines or other equipment of Licensee, or the use thereof, or the consumption or use of the Product, or the wrongful or negligent act of Licensee’s agents or employees. In the event of any claim therefor, Licensee shall give immediate notice thereof to College and any and all other affected Indemnified Parties and they shall be entitled, at their option, to participate in the defense of such claim. Licensee shall fully indemnify and hold harmless the Indemnified Parties against and from any and all claims, damages or expenses (including attorneys’ fees and court costs) sustained or incurred by them or any of them and resulting directly or indirectly from Licensee’s breach of any of its obligations under this Agreement.

(b) In furtherance and not in limitation of the foregoing defense and indemnification obligations of Licensee, Licensee will procure and maintain with such companies as are reasonably acceptable to College all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Licensee, and insuring Licensee against claims which may arise out of or result from Licensee’s performance or failure to perform the Services hereunder: (1) worker’s compensation in statutory limits and employer’s liability insurance in the amount of at least the minimum statutory obligation (2) comprehensive general liability coverage, and designating College as additional insured for not less than \$1,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000 and (5) excess liability of no less than \$5,000,000. Licensee shall provide College with certificates of insurance and certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section and naming the College as an additional insured under such policies.

9. (a) Licensee shall comply with, and cause its employees to comply with, all applicable laws, rules and ordinances including, but not limited to: local, state and federal tax laws; state and federal non-discrimination laws applicable to employees, participants, invitees and licensees; workers’ compensation laws; state and federal wage and hour laws and any license requirements. Without limiting the generality of the foregoing, Licensee specifically agrees to comply fully with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act, the Drug Free Workplace Act, and with all federal Equal Employment Opportunity Laws, including, but not limited to, the Civil Rights Act of 1964 and the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder to the extent applicable. All of the Machines shall be usable by persons with disabilities.

(b) Licensee shall obtain at Licensee’s own cost and expense any and all permits and licenses which are required with respect to the License.

10. (a) The Locations are not leased to Licensee; it is a licensee and Licensee is not a lessee thereof.

(b) Licensee shall not modify or construct any structures or apparatus in or upon the Locations without the prior express written approval of College, or otherwise use the Locations at any time or in any manner not permitted under this Agreement.

11. College may terminate the License, in whole or in part, as follows:

a) In the event Licensee breaches any of the provisions of this Agreement, College may terminate the License immediately upon written notice to Licensee, if Licensee shall not have cured such breach within forty eight (48) business hours after College shall have first notified Licensee of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Licensee shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion. However, if Licensee shall have repeatedly breached the same or other provisions previously, College may terminate the License immediately without affording Licensee an opportunity to cure the breach, upon written notice to Licensee. Failure to maintain required insurance coverage shall be cause for immediate termination of the License, or the immediate suspension of the License until such insurance has been obtained and satisfactory proof thereof provided to College, in either case upon written notice to Licensee without opportunity to cure.

b) In the event Licensee shall have: (i) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (ii) consented to the appointment of a receiver or trustee for all or a part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the License shall automatically terminate.

c) Upon fourteen (14) days' written notice to Licensee.

a. The Parties may mutually agree to terminate this Agreement in writing at any time.

i. Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination, including but not limited to any such obligations under paragraph 10. Licensee agrees that its sole remedy and damages for College's termination of this Agreement is to be refunded that portion of the License Fee already paid on a pro-rated basis, as of the effective date of such termination.

12. Neither party shall be obligated to perform any duty, requirement or obligation under this agreement if such performance is prevented by fire, earthquake, explosion, wars, sabotage, accident, flood, acts of God, riot or civil commotions, which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In the event of Force Majeure that requires College closure for more than ten (10) days, the licensee fee shall be prorated for each day of College closure beginning on the sixth day. In no event shall a lack of funds on the part of either party be deemed Force Majeure.



13. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to College: Triton College  
Vice President of Business Services  
2000 5<sup>th</sup> Avenue  
River Grove, IL 60171

If to Licensee: Yami Vending, Inc.  
8141 Austin Ave.  
Morton Grove, IL 60053



The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Both Parties have participated in the negotiation of this Agreement. The rule of construction that ambiguities in contracts are resolved against the drafting party shall not apply to this Agreement.

14. Licensee shall have no authority or power to sell, transfer or assign this Agreement or the License or any interest therein, nor any power or authority to permit any other person or party to have any interest in or use any part of College property covered by the License, for any purpose whatsoever.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County.

16. Nothing contained in any provision of this Agreement, the RFP terms or response, which are incorporated by reference herein or any Addendum thereto, is intended to constitute nor shall constitute a waiver of defenses available to College under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties. This Agreement is for the sole benefit of the Parties and nothing contained in or implied by any provision of this Agreement shall create or confer any right or benefit for or to a third party.

17. Triton College, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

18. Licensee assumes full responsibility for the payment of all federal, state and local taxes incurred by Licensee as a result of this Agreement.

19. This Agreement is executed by an authorized representative of College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

20. Licensee represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof, on the date indicated after such signature below.

TRITON COLLEGE

By: \_\_\_\_\_  
Sean Sullivan, VP, Business Services

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary



# EXHIBIT A

# Form C—Financial Offer

## Proposed Commission Rate(s)

In the space below, please enter the Commission Rate(s) you propose to pay Triton College for each program category, if applicable. If you are proposing a one Commission Rate for both the Food Service gross revenues and the Catering gross revenues, please write "All" in the "Program Category" space. **Commission Fee equals minimum annual guarantee or commission percentage whichever is greater. Each year must include a minimum guarantee. Any Signing Bonus or Sponsorship would be paid on top of guarantee or percentage.**

Program Category	Commission Rate (in Percentage of Gross Revenues Per Contract Year)
<b>Year 1</b>	
Beverage Sales	% 32
Snack Sales	% 32
Minimum Guarantee Year 1	\$100,000.00*
Signing Bonus / Sponsorship	\$ 5,000.00
<b>Year 2</b>	
Beverage Sales	% 32
Snack Sales	% 32
Minimum Guarantee Year 2	\$ 100,000.00*
Signing Bonus / Sponsorship	\$ 5,000.00
<b>Year 3</b>	
Beverage Sales	% 32
Snack Sales	% 32
Minimum Guarantee Year 3	\$ 100,000.00*
Signing Bonus / Sponsorship	\$ 5,000.00
<b>Year 4</b>	
Beverage Sales	% 32
Snack Sales	% 32
Minimum Guarantee Year 4	\$ 100,000.00*
Signing Bonus / Sponsorship	\$ 5,000.00
<b>Year 5</b>	
Beverage Sales	% 32
Snack Sales	% 32
Minimum Guarantee Year 5	\$ 100,000.00*
Signing Bonus / Sponsorship	\$ 5,000.00

**\*COVID-19 CLAUSE:**

Guaranteed minimum years 1-5 will remain at \$100,000.00 provided that each year's average gross yearly sales reach or exceed the latest \$200,000.00+ figures as stated in Triton College's Request for Proposal. Should the annual sales fall below these expected figures, the guaranteed minimum payment amounts will change accordingly. Please see the following payment structure:

- \$180,000.00 gross yearly sales = \$80,000.00 minimum guarantee
- \$160,000.00 gross yearly sales = \$40,000.00 minimum guarantee
- \$140,000.00 gross yearly sales = \$20,000.00 minimum guarantee
- \$120,000.00 or less gross yearly sales = \$0.00 minimum guarantee

In regards to the Renewal Term, if Triton college elects to renew the Agreement and each year's average gross yearly sales continues to generate the expected \$200,000.00+ figures, Yami will offer:

- Year 6 - \$108,000.00 yearly minimum guarantee, plus an additional \$5,000.00 signing bonus
- Year 7 - \$111,000.00 yearly minimum guarantee, plus an additional \$5,000.00 signing bonus
- Year 8 - \$114,000.00 yearly minimum guarantee, plus an additional \$5,000.00 signing bonus

In addition to the aforementioned amounts, Yami Vending Inc. will provide the following additional yearly financial incentives:

\$2,000.00 awarded annual scholarship to a Triton Student via a voucher. Triton College will have the sole voting right and final decision on awarding the recipient.

# EXHIBIT B

## PRODUCT PRICING OVERVIEW

Traditional Vending Products	Price
<b>Snack Category</b>	
Large Serve Chips	\$1.25-\$1.50
Bars/Crackers	\$1.25-\$1.50
Candy	\$1.50
Premium Pastries	\$1.50
LSS Healthy Snacks	\$1.75-\$2.00
Gum & Mints	\$1.00-\$2.00
<b>Beverage Category</b>	
Soft Drink 12 oz Can	\$1.25
Soft Drink/Water 20 oz Bottle	\$2.00
Juices	\$3.00
Gatorade	\$2.25
Specialty Teas (Snapple)	\$2.50
Premium & Alternative Drinks (Energy/Frappuccino)	\$3.50

TRITON COLLEGE, District 504  
Board of Trustees

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16474

**SUBJECT: BG RESTAURANT GROUP AGREEMENT FOR FOOD SERVICE AND CATERING**

**RECOMMENDATION:** That the Board of Trustees approve a five (5) year contract with BG Restaurant Group. The contract term will begin July 1, 2020 through June 30, 2025 and is subject to a 90 day pre-termination notice by either party. BG Restaurant Group will provide food service, including the main cafeteria, H Building coffee shop, concessions stands at athletic events, and on-campus event catering as directed by the administration. The minimum value of the Agreement is \$82,415 over 60 months.

**RATIONALE:** BG Restaurant Group will pay the higher of the guarantee or percentage calculation on cafeteria sales. For cafeteria sales BG Restaurant Group has proposed a guarantee of \$7,846 in Year 1 (progressing to \$15,696 contingent on the number of enrollment of on-campus classes), \$16,795 in Year 2, \$17,970 in Year 3, \$19,228 in Year 4, and \$20,574 in Year 5. Commission will equal the annual guarantee, or 6% of sales, whichever is greater. In addition to the cafeteria sales commission, BG Restaurant group will pay 5% of non-college on-campus catering sales. Triton College will provided an agreed upon subsidy on athletic event concessions when sales are below pre-established amounts, based upon the number of hours the concession stand is required to be open by the college.

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*Sean Sullivan*

**Submitted to Board by:** \_\_\_\_\_  
Sean O'Brien Sullivan, Vice President of Business Services

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
Chairman

\_\_\_\_\_  
**Diane Viverito**  
Secretary

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No

# Agreement for Food Services and Catering

between

Community College District 504 (Triton College) and BG RESTAURANT GROUP.

## Five Year Contract

WHEREAS, this Agreement is made by and between Community College District 504, an Illinois community college, commonly known as Triton College (the "College") and BG RESTAURANT GROUP; and

WHEREAS, the College published a Request for Proposals (the "RFP") for its food service and catering services; and

WHEREAS, the College selected the lowest responsible bidder as required by Illinois law; and

WHEREAS, BG RESTAURANT GROUP was selected by the College Food Service selection Committee as the lowest responsible bidder to provide food and catering services for the College.

NOW THEREFORE, for good and valuable consideration, the Parties herein agree to the terms and conditions set forth hereinafter:

### 1. Incorporation of the Request for Proposals

The RFP published by the College and the response to the RFP, including all terms and conditions set forth and the guarantees made on BG RESTAURANT GROUP's are hereby incorporated by reference herein. Each and every term, condition and requirement set forth in the RFP and the response to the RFP shall be considered material terms and conditions of this Agreement between the Parties unless otherwise stated in this Agreement.

### 2. Payment

- A. Cafeteria, including H building coffee shop, and concessions for Triton College athletic events or food served to groups or individual on Triton College premises. BG RESTAURANT GROUP will pay the higher of the annual guarantee or the commission percentage.

Commission percentage 6%

Annul Guarantee:

Year 1 \$15,696: Guaranteed payments shall be paid monthly \$1,308 beginning 7/1/20

Year 2 \$16,795: Guaranteed payments shall be paid monthly \$1,400 beginning 7/1/21

Year 3 \$17,970: Guaranteed payments shall be paid monthly \$1,498 beginning 7/1/22

Year 4 \$19,228: Guaranteed payments shall be paid monthly \$1,602 beginning 7/1/23

Year 5 \$20,574: Guaranteed payments shall be paid monthly \$1,715 beginning 7/1/24

Due to the ongoing Covid-19 global pandemic, which may necessitate campus closures or limited in-person campus access, the following conditions shall apply to the Year 1 Annual Guaranteed only for the period of September 1, 2020 through June 30, 2021.

1. Beginning on September 1, 2020, the guaranteed monthly payment shall be reduced by 1% for every one percentage point that the Fall 2020 on campus credit hour enrollment is decreased as compared to Fall 2019 on campus credit hour enrollment, which is determined based on the mid-term verification report. The Fall 2019 on campus credit hour enrollment is 69,235. The maximum possible reduction shall be 60% of \$1,308.
2. Beginning on February 1, 2021, the guaranteed monthly payment shall be reduced by 1% for every one percentage point that the Spring 2021 on campus credit hour enrollment is decreased as compared to Spring 2020 on campus credit hour enrollment, which is determined based on the mid-term verification report. The Spring 2020 on campus credit hour enrollment is 58,093. The maximum possible reduction shall be 60% of \$1,308.

In the event of government ordered campus closure due to Covid-19, the guaranteed monthly payment, as adjusted based upon the above set forth criteria, shall be prorated by day. The amount due shall be determined based upon the number of days the College was closed due to government order. In the event the College is closed due to government order for a full month, no guaranteed monthly payment shall be due.

BG RESTAURANT group shall make all monthly guaranteed payments as set forth above. On January 15, 2021 and June 15, 2021, the College shall calculate any necessary adjustments to the guaranteed payment amount based upon the on campus credit hour enrollment data and credit such amount against the scheduled Year Two (2021-22) guaranteed annual payments.

**B. Catering provided to Triton College,**

Catering percentage: 5%  
Guarantee: None

**C. Off-site sales; Catering and Cafeteria excludes sales provided to groups or individuals not on College premises, including but not limited to carnivals and fares.**

**D. Concessions for Non Triton College Athletic Events (outside Group Facility Rentals).**

When the college rents fields to outside organizations those contracts may include compensation/revenue to the College for food concession sales that is not included in the guaranteed or payment in section 2.A.

Outside group facility rental percentage: 10% of gross sales  
Guarantee: None

The College reserves the right not to have BG RESTAURANT GROUP operate the athletic concession stands when the operation is included in a field rental agreement, for example a high school football game on the multi-purpose field.

E. Triton College Athletic Event (operational offset)

The percentage payment in section #2 will include sales at the concession stands of any Triton College athletic event, including any hawking at an athletic event, but will be subject to the following operational offset.

When requested, BG RESTAURANT GROUP will provide customary concessions at Triton College Athletic Events. Triton athletic teams include Men's Baseball, Woman's Softball, Men's Basketball, Woman's Basketball, Men's Soccer, Woman's Soccer, & Woman's Volleyball. Game schedules will be provided at the beginning of each season. Since athletic events have unsteady attendance **the College will provide a guaranteed gross sales at Athletic Events that the concession area is required to be open.** The actual number of games could increase or decrease at any time during this Agreement and the College reserves the right to direct the number of hours the concession area will be open. Triton College will pay the following guarantee for Triton College Athletic Events:

Number of hours concession stand is open as directed by the College.	Guaranteed Gross Sales
1 hour	\$75
2 hours	\$125
3 hours	\$175
4 hours	\$225
5 hours	\$275
6 hours	\$325
7 hours	\$375
8 hours	\$425

In the case that gross sales are below the guarantee, the College will pay the vendor the difference between actual sales and the guarantee. For example, if the College requires the concession stand to be open for four (4) hours and gross sales total \$200, the College will pay \$25 to the vendor (the difference between the actual gross sales of \$200 and the guarantee of \$225).

**BG RESTAURANT GROUP must invoice the College within 30 days of any requested operational offset. The invoice must include receipts from the event showing the deficit amount due.**

F. The term "Gross sales" shall exclude any sales tax collected.

3. **Audit**

The College shall have the right to audit the books and financial information of BG RESTAURANT GROUP at any time during the term of this Agreement. If the College requests to perform an audit, BG RESTAURANT GROUP shall provide access to all Corporate and operational books and records as well as any other relevant and requested information within three (3) business days.



4. **Improvement Contributions**

Throughout the term of the Agreement, BG RESTAURANT GROUP may invest in improved signage and general improvements necessary for the College's Food Service and Catering. In the event the College terminates the Agreement prior to the expiration of the initial five (5) year term, the College shall not be responsible for any cost, reimbursement or replacement of any improvements made by BG RESTAURANT GROUP.

5. **Vendor Agreements**

BG RESTAURANT GROUP shall be bound by the terms of any previously or subsequently negotiated exclusive agreements for the provisions of good and services on Triton College property. At the time of the execution of this Agreement, the College has entered into an exclusive agreement with PepsiCo for the provision of all beverages at Triton College. The College may, in its exclusive discretion, choose to renew, change or enter into additional such agreements. BG RESTAURANT GROUP shall abide by all such exclusive agreements and take all necessary actions to provide Triton College with requested information regarding use and consumption of the purchased products and services.

6. **Triton Provided Training**

BG RESTAURANT GROUP shall participate in any food service guidance program that is offered by the Triton College faculty when requested to do so by the College. Any class/meetings will be scheduled at times that are mutually agreeable to all involved Parties.

7. **Miscellaneous**

BG RESTAURANT GROUP agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of BG RESTAURANT GROUP, its officers, agents or employees, under this Agreement.

Triton Collegee agrees to hold harmless and indemnify BG RESTAURANT GROUP, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against BG RESTAURANT GROUP, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Triton College, its officers, agents or employees, under this Agreement.

Triton College, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation

BG RESTAURANT GROUP assumes full responsibility for the payment of all federal, state and local taxes incurred by BG Restaurant Group as a result of this Agreement.

This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

BG RESTAURANT GROUP represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, sexual orientation, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer, maintains a written sexual harassment policy, and provides a Drug Free Workplace in compliance with applicable law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above. By signing below, the individual signing warrants that they have the authority to do so, in their official capacities only. This Agreement may only be changed or amended in writing and signed by the authorized agents of both parties.

**BG RESTAURANT GROUP**

**Triton College**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Sean Sullivan

Title: PRESIDENT \_\_\_\_\_

Title: \_\_\_\_\_

Vice President, Business Services

Date: JUNE 29, 2020 \_\_\_\_\_

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

**Exhibit A: RESPONSIBILITY SUMMARY**

**FOOD**

	BG	TRITON
1. Food purchasing	X	
2. Processing of invoices	X	
3. Payment of invoices	X	

**NON-MANAGEMENT LABOR**

4. Payment of regular full-time salaries	X	
5. Payment of student (part-time) salaries	X	
6. Payment of holiday pay, taxes, fringe benefits and insurance	X	
7. Preparation and processing of payroll	X	

**MANAGEMENT**

8. Salaries, taxes, fringe benefits and insurance	X	
9. District and regional management costs	X	
10. Sales & Use Tax on cash sales & purchases from service vendor	X	
11. Products and public liability insurance	X	

**SUPPLIES**

12. Detergent, cleaning supplies	X	
13. Paper supplies, consumables	X	
14. Postage	X	
15. Taxes/licenses	X	
16. Laundry, uniforms	X	

**CLEANING**

17. Equipment and hoods within arms reach	X	
18. Vent from hoods to outside		X
19. Floors and walls in kitchen	X	
20. Floors in serving areas	X	
21. Tables and chairs in dining area	X	X
22. Public restrooms in dining/common area		X
23. Kitchen restrooms, storage areas, and offices	X	
24. Daily cleaning of kitchen and serving areas	X	
25. Daily cleaning of utensils and equipment.	X	
26. Removal of trash and garbage from kitchen to dumpster	X	
27. Provide grease removal and grease trap cleaning services		X
28. Bussing of dishes from tables in cafeteria, i.e self-bussing	X	

**ADDITIONAL ITEMS**

29. Utilities; gas, electric, water, telephone, pest control, other		X
30. Providing outside dumpster		X
31. Light fixtures, painting	X	X
32. Repair to infrastructure (vents to outside, gas line)		X
33. Leaking pipes, wiring, backed up toilet.		X
34. Damage as a result of any act or omission by BG RESTAURANT GROUP	X	
35. Replacement of small wares and expendable equipment	X	
36. Maintenance or repair of Triton equipment		X
37. Maintenance or repair of BG RESTAURANT GROUP equipment	X	
38. Empty and sanitize the ice machine quarterly or as needed		X
39. Calibrate ovens		X
40. Fire insurance		X
41. Liability insurance up to five million dollars.	X	

# **Triton College Kitchen Cleaning Guidelines Performed by Vendor**

## **Cafeteria Kitchen items to clean after each cooking shift (breakfast, lunch)**

- Clean the fryers
- Brush the grill
- Empty sanitizing buckets
- Put all cleaning rags in dirty laundry
- Put all aprons and chefs coats in laundry (not with cleaning rags)
- Wash and sanitize all surfaces (cutting boards, reach-in, line, prep tables)
- Empty steam table and clean
- Wash meat and cheese slicer after each use
- Cover all bins in reach-in cooler with plastic wrap
- Wash floor mats
- Sweep and mop the kitchen floor
- Sweep walk-in refrigerator

## **Daily Cafeteria Kitchen Cleaning List**

- Change foil linings of grill, range and flattops
- Wash the can opener
- Run hood filters through the dishwasher

## **Weekly Cafeteria Kitchen Cleaning List** - these duties can be rotated throughout the week

- Empty reach-in coolers and wash and sanitize them
- Delime sinks and faucets
- Clean coffee machine
- Clean the ovens. Be sure to follow the manufacturers instruction on this particular job.
- Clean grease filters

## **Monthly Cafeteria Kitchen Cleaning List**

- Wash behind the hot line (oven, stove, fryers) to remove grease build up
- Clean freezers
- Calibrate thermometers
- Sharpen the meat and cheese slicer
- Wash walls and ceilings
- Wipe down the dry storage area
- Change any pest traps
- Restock your first aid kit
- Update material safety data sheets

## Responsibilities of the Vendor

The Food Service Vendor shall operate the manual service cafeterias within the space provided.

Food Service Vendor shall provide high quality, nutritious food at all meal periods. Vendor will develop specific menus with the College representatives. These items should include, but not limited to: low-fat cottage cheese, Take Control spread, selection of fresh fruits, vegetables, Garden Burgers, Soy Analog products. Vendor will have and use a standard receipt service. Vendor will require cooks and bakers to follow standardized recipes for all production items to ensure consistent quality.

The Food Service Vendor shall maintain an adequate staff of employees on duty at the locations agreed to hereunder for the professional management and operation of the manual food service, including, but not limited to, general management and supervision of the food service areas; recruiting, interviewing, hiring, training and direction of food service employees; purchasing and receiving, inventorying, preparing and serving of food and beverages; the purchasing of non-food operating supplies, such as paper goods and cleaning supplies; the washing, sanitizing and proper care of food service small wares and equipment; and the cleanliness and sanitation of the food service areas.

The Food Service Vendor shall provide, as part of the Food Service Vendor's general and administrative expense, such off-site administrative, accounting and staff services, management and supervisory support, dietetic, purchasing and personnel advice, and periodic visits by Food Service Vendor's agreement administrator, as may be required for the manual food service operation.

The Food Service Vendor shall provide medical examinations for all Food Service Vendor employees as required by all applicable federal, state, country and local laws, rules, ordinances, regulations, and codes. Upon request, Vendor will provide TRITON COLLEGE with verification that it complies with all medical examination and drug testing policies for its employees.

The Food Service Vendor shall provide, at its expense, criminal background checks for all Food Service Vendor employee candidates if requested by TRITON COLLEGE.

The Food Service Vendor shall perform and be responsible for:

- The dining area is a common area. Therefore, the College will provide cleaning services to that area. The area is intended to be self bussing, BG RESTAURANT GROUP and Triton will work together to remove garbage and keep table tops clean.
- The continual cleaning of floors in the dining area to include spot sweeping and mopping.
- The washing and cleaning of all surfaces, floors, walls, ceilings, and hoods in the service, food preparation, holding and dishwashing areas and kitchen.
- The kitchen and serving areas shall be thoroughly cleaned and sanitized (including cooking utensils and equipment) at the end of each day. The degree of cleanliness of those areas that are specified above shall be subject to the approval of Triton College. The Food Service Vendor shall perform these services during normal operating hours.
- Garbage shall be bagged and removed from the kitchen and common areas in a timely manner to Triton College designated areas. All garbage shall be emptied at or near closing hours each day in accordance with good sanitation practices.
- All cardboard will be separated and removed from the kitchen to the designated recycling area.

- The Food Service Vendor shall be solely responsible for furnishing suitable uniforms and laundering same for use by food service Vendor's employees. Vendor shall submit samples of uniforms to TRITON COLLEGE for approval.

The Food Service Vendor shall provide all necessary service for any equipment, fixtures or furniture that needs repair or replacement and shall repair facilities provided by Triton College which are damaged or destroyed as a result of any act or omission of the Food Service Vendor's employees, agent, or subcontractors. In the event of agreement termination, the food service Vendor shall turn over all TRITON COLLEGE-owned facilities to Triton College in its original condition, less normal wear and tear. TRITON COLLEGE will continue to provide preventative maintenance and routine repairs on all TRITON COLLEGE-owned facilities and equipment.

TRITON COLLEGE will provide Vendor with an initial inventory of small wares and equipment (chinaware, glassware, silverware, pots, pans, and kitchen utensils) necessary to support the program. The small wares and equipment shall remain the property of the TRITON COLLEGE. From Agreement commencement, the Vendor shall provide any small wares and equipment (chinaware, glassware, silverware, pots, pans, and kitchen utensils) necessary to support the program. Any small wares and equipment that Vendor purchases shall remain the property of Vendor. The Food Service Vendor shall maintain and replace all trays, small wares, and expendable equipment that are necessary or as requested by Triton College to support optimal operations for the manual food service program.

The Food Service Vendor shall deposit daily gross receipts, including sales taxes collected from all operations, in bank accounts in the name of the designated food service Vendor, and food service Vendor shall be responsible for remitting all such sales taxes to the designated taxing authority.

The Food Service Vendor shall maintain inventory records of all equipment provided by the Vendor.

The Food Service Vendor shall provide all cleaning supplies, dishwasher compound, and detergents as may be required to fulfill Food Service Vendor's cleaning and sanitation responsibilities under this proposal, and these items shall meet industry standards and codes.

The Food Service Vendor shall obtain an initial sanitation inspection prior to opening and shall immediately address all concerns from the Cook County Board of Health. All subsequent inspections by the health department shall be forwarded to the liaison within two working days of such inspection. A detailed action plan will be required for any inspections failed.

The Food Service Vendor shall maintain a system of internal controls to control loss and to record all sales.

The Vendor is responsible for notifying Triton College of deficiencies that, under the terms of the agreement, Triton College is responsible for correcting. The Vendor shall correct all deficiencies that fall within its area of responsibility, as defined by the agreement. All corrections shall be made within the time specified in the report. When all corrections have been made, the Vendor will send a copy of the written inspection report to the liaison or the Executive Director of Finance, notifying said person of the corrections made.

The Vendor shall provide all office equipment necessary, including desks, chairs, and filing cabinets.

The Vendor will return to the College at the expiration of the agreement or at any extension of it, the Dining Services premises provided by the College in the condition in which all of it was received, except for ordinary wear and tear and except to the extent that it may have been damaged in a way that is not attributed to the Vendor.

The Vendor shall abide by all of the rules and policies regarding recycling as determined by Triton College.

The Vendor shall work with any or all College offices regarding student Employment and any student employment related function.

Vendor shall honor any existing contracts or any contracts into which TRITON COLLEGE enters during the term of this Agreement for the exclusive use/sale of beverages on campus.

### **Responsibilities Of Triton College**

Triton College shall provide heat, air conditioning, and sanitary toilet facilities for the Food Service Vendor's employees and customers, plus all utilities, including a telephone. The College shall not be liable for any loss, cost, damage, or expense that may result from interruptions or failure of any such utility service.

- 1) Triton College shall clean and wax all floors twice a year, or as needed and determined by the College.
- 2) Triton College shall provide extermination service in the kitchen, serving, dining, and dishwashing areas
- 3) Triton College shall provide trash disposal services.
- 4) Triton College shall provide grease removal and grease trap cleaning services.
- 5) Triton College will provide the Vendor with a monthly list of special events and meetings for planning\

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16475

**SUBJECT: SPEEDLINK- PALO ALTO FIREWALL MAINTENANCE RENEWAL**

**RECOMMENDATION:** That the Board of Trustees approve the renewal of annual support threat prevention subscription, URL filtering and WildFire subscription for two Palo Alto PA 3050HA firewalls. The support will cover the period from July 1, 2020 through June 30, 2021. The maintenance Agreement is \$8,895 greater than FY20; the total cost for FY21 is \$27,610.

**RATIONALE:** The firewalls are used to prevent on-line exploits (spamming), viruses, spyware and allows the college to block access to and from non-desirable websites. The increase in annual expense is related to the additional age of the hardware, and the additional WildFire subscription that is added to help prevent ransomware attacks.

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*Sean Sullivan*

**Submitted to Board by:** \_\_\_\_\_  
Sean O'Brien Sullivan, Vice President of Business Services

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Diane Viverito**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No





# Quote

4039 Floramar Ter  
New Port Richey, FL 34652

Date	Quote #
4/22/2020	PA-TRITN392

Name / Address
Triton College Accounts Payable 2000 Fifth Ave. River Grove, IL 60171

P.O. No.	Terms	Due Date	Rep	Account #	FOB
	Net 30	5/22/2020	JE	TRITN	

Item	Description	Qty	Cost	Total
PA 3050HA renewal PAN-PA-3050-TP-HA-R	Threat prevention subscription 1 year renewal PA-3050 High Availability Configuration	2	2,855.00	5,710.00T
PAN-PA-3050-URL4-H...	PANDB URL Filtering subscription for device in an HA pair renewal, PA-3050	2	2,855.00	5,710.00T
PAN-PA-3050-WF-HA2	WildFire subscription for device in an HA pair year 1, PA-3050	2	2,855.00	5,710.00T
PAN-SVC-PREM-3050-R	Premium Support 1 year renewal PA-3050	2	5,240.00	10,480.00T
	Palo Alto 3050 HA support renewal SN #001701008006, SN 001701008109 support expires 07/02/20			27,610.00

Thank you for the Opportunity to provide this quote. Prices are good for 30 Days.	Subtotal	\$27,610.00
	Sales Tax (0.0%)	\$0.00
	Total	\$27,610.00

Freight is prepay and add on all orders	Signature _____
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Phone #	Fax #	E-mail
630-904-5254		jevans@speedlnk.com

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16476

**SUBJECT:** AGREEMENT WITH NDS US Inc.

**RECOMMENDATION:** That the Board of Trustees approve a revised Agreement with NDS US Inc., previously named Naxos Online Libraries LLC, for the library's annual subscription to Naxos Music Library Unlimited Users. The term of service begins July 1, 2020 and ends June 30, 2021. The total cost of this Agreement will not exceed \$5,100.00. The original Agreement completed attorney review and all recommended changes were agreed to by NDS US. The only changes in the revised Agreement reflect a change in address and the name of the corporation.

**RATIONALE:** NDS US Inc. is an established company and Naxos Music Library has been meeting the needs of the College by providing students, faculty, staff, and community members with online music resources that are not freely available elsewhere. The Music Department strongly supported this acquisition and uses it as a primary resource for students enrolled in a wide variety of courses.



**Submitted to Board by:** \_\_\_\_\_

(Vice President) Jodi Koslow Martin

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**                      **Diane Viverito**                      **Date**  
**Chairman**                                      **Secretary**

Related forms requiring signature: Yes X No \_\_\_

**NDS US Inc.  
THE AMERICAS SERVICE AGREEMENT**

<b>Party details</b>	<b>Customer ("you")</b>		<b>NAXOS ("we" or "us" or "our")</b>	
	Name	Triton College		NDS US Inc.
	Address	Triton College 2000 Fifth Avenue, A-214B River Grove, IL 60171		113 Seaboard Lane Suite B-100 Franklin, Tennessee 37067
<b>Service</b>	<u>Service Version</u>		<u>Minimum System Requirements</u>	
	<b>Naxos Music Library users Unlimited</b> _____ <b>Naxos Video Library users</b> _____ <b>Naxos Spoken Word Library users</b> _____ <b>NML Jazz users</b> _____ <b>NML World users</b> _____ <b>Naxos Works Database users</b> _____ <b>Naxos Sheet Music Library</b> _____ <b>Sound Quality Upgrade</b> _____ (Check only if applicable)		(a) broadband internet connection; and (b) (for PC users) MS Windows 98, 2000, XP or XP Professional with at least MS IE 6.0 Adobe Flash; and (c) (for Apple users) iMac with OS 8.6, 9.0 with MS IE 5.1 for Mac or OS 10.2 with at least MS IE 5.2 for Mac and Adobe Flash for Mac.	
<b>Service Fee</b>	\$ 5,100 (7/1/20-6/30/21) <b>per annum</b>			
<b>Authentication Information</b>	Please Provide Relevant Authentication Details on Page 4			
<b>Date of Agreement</b>	This Agreement shall be effective as of this 1 <sup>st</sup> day of _____ 2020 (the "Effective Date")			

We agree to provide you with the Service on the terms and conditions set out in this Agreement.

<b>EXECUTED</b> as an Agreement.	
<b>SIGNED</b> by a duly authorised representative for <b>Naxos Digital Services US Inc.:</b>  _____ Signature  _____ Date  <u>Randal Mark Jenkins, CEO</u> Name	<b>SIGNED</b> by a duly authorised representative for the <b>CUSTOMER:</b>  _____ Signature of authorised officer  _____ Date  _____ Name of authorised officer  (Ph.) _____ Phone number of authorised officer  _____ Email address of authorised officer

## 1. PROVISION OF SERVICE

We provide the Service on the terms and conditions set out in this Agreement.

## 2. TERM

This Agreement comes into effect upon your payment of the Service Fee and continues until terminated pursuant to the terms and conditions of this Agreement.

## 3. AUTHORISED USE & USERS

3.1 We consider you are using the Service under this Agreement regardless of whether you use all or only part of the Service.

3.2 You will use the Service in compliance with the U.S. Fair Use Provisions for educational, research and other non-commercial uses only.

3.3 You will allow internal and external access to the Service only by Authorised Users on your intranet. An Authorized User is any current member of your institution. Only current students, faculty and staff at your institution may obtain external access

3.4 An Authorized User is defined by the institution and may include walk-in members in the on-campus library buildings.

3.5 The rights granted by this Agreement are restricted to the recordings embodied in the Service. You are responsible for obtaining any other relevant permission including public performance rights if applicable.

You agree to take all reasonable measures to prevent users from:

- (a) parting with possession of, distributing, transferring, loaning, renting, selling, leasing, sub-licensing or otherwise dealing with the Service to another person or body;
- (b) downloading, copying, burning, capturing, re-transmitting, streaming or re-streaming, recording or reproducing the Service by any means or in any form;
- (c) allowing unauthorised access to the Service;
- (d) altering, modifying, reverse engineering, decompiling or disassembling the Service for any purpose whatsoever;
- (e) altering, changing, removing or obscuring any notices or other indications (including copyright notices) as to the ownership of the Service;
- (f) using the Service for spamming or of a 'spamming' nature.

3.6 Authorized users may print texts from the Service for research and educational purposes but may not further distribute the material.

3.7 You will notify us immediately if you become aware of any breach of this Agreement or unauthorised use of the Service and agree to provide us with all necessary assistance in any action we may take in response to any breach.

## 4. SERVICE FEE

4.1 You agree to pay us the Service Fee upon execution of this Agreement and continue to pay the Service Fee on each anniversary of the Date of the Agreement. Where mutually agreed an updated version of this Agreement can replace this Agreement.

4.2 We will notify you at least 30 days prior to the expiration of this Agreement. If payment has not been received by the expiration date we may terminate this Agreement pursuant to clause 8.

4.3 The Service Fee is exclusive of any sales or value added taxes, where required by law.

4.4 All invoice terms are Net30.

4.5 All invoices will be sent to the "Billing Contact" listed below, through e-mail, unless otherwise specified.

4.6 Non-payment may result in action pursuant to clause 8.

## 5. SERVICE FEATURES & SYSTEM REQUIREMENTS

5.1 Upon your execution of this Agreement and payment of the Service Fee, we provide you with the following:

- (a) Access to the Service for the number of authorized users as set out in the Schedule above.; and
- (b) Reasonable levels of technical support by email or by telephone throughout your use of the Service and which you accept at your sole risk.

5.2 The Service includes, as relevant, our website and its contents, anything streamed from our website, data, recordings, text, photographs, graphics, art works, button icons, logos, trade marks, any accompanying search and retrieval software, manuals, user guides, passwords and security strings and documentation.

5.3 You will receive updates of the Service for which the appropriate Service Fee has been paid. The Service includes the content of the Catalogues as described in the Schedule above.

5.4 Due to contractual or other limitations, from time to time, some content on the Service may no longer be available. We may modify or discontinue, temporarily or permanently, the programming of the Service or the way the Service is presented at any time without notice subject to clause 8.5. Should a significant proportion of the content be removed from the Service then within 30 days we will replace it with content of similar quantity and quality as that removed. After 30 days, should you consider the service to be considerably diminished you will have the right to terminate this Agreement immediately and receive a refund for the unused portion of the subscription fees. Where possible, reasonable prior notice will be given.

5.5 The Minimum System Requirements are set out in the Schedule of this Agreement. We will give you 60 days prior notice if we change the Minimum System Requirements. If changes to the Minimum System Requirements impede your ability to use the Service, you will have the right to terminate this Agreement immediately and receive a refund for the unused portion of the Subscription Fees.

5.6 You are responsible for any hardware, systems and software programs you use and any associated fees and expenses to connect to or use the Internet, stream the music and use the Service.

## 6. TITLE, INTEREST & INTELLECTUAL PROPERTY RIGHTS

6.1 This Agreement does not give you any intellectual property rights in the Service nor does it make you the owner of the Service and nor does it transfer or assign to you any right, title, interest or other proprietary rights in the Service.

6.2 Any data provided by you to us will only be used for the conduct of our business subject to privacy and other relevant laws.

6.3 In this Agreement, intellectual property includes the full benefit of any rights in any copyright, patent, trademark, registered design, trade and business names, agreements, inventions, discoveries and improvements, computer programs, confidential processes, confidential information and know-how and includes without limitation any artistic work, images, photographs, animations, video, audio, music, text, recordings and programming and any adaptation of it or concept relating to it.

## **7. EXCLUSIONS AND LIMITATION OF LIABILITY**

- 7.1 To the maximum extent permitted by law our liability is limited to supplying the services again.
- 7.2 Notwithstanding anything else in this clause 7, our maximum aggregate liability under or relating to this Agreement in any 12 month period, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis is limited to the pro rated Service Fees paid by you during that 12 month period.
- 7.3 In no event are we liable under or in relation to this Agreement for any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss or corruption of data or loss of anticipated savings incurred or suffered by you whether caused by negligence or otherwise or whether or not we were aware or should have been aware of the possibility of such loss or damage. This includes but is not limited to the transmission of any computer viruses or anything else that may interfere with or damage the operation of your computer systems.

## **8. TERMINATION**

- 8.1 Either you or we may terminate this Agreement for any reason by giving to the other 30 days written notice. If you terminate on notice we will refund any unused part of the Service Fee. If we terminate on notice pursuant to this clause 8.1, we will refund the balance of the Service Fee as long as you are not in breach of this Agreement.
- 8.2 We may terminate this Agreement if you commit a material breach of its terms and fail to rectify said breach within 30 days of being notified.
- 8.3 We may also terminate this Agreement with 30 days notice to you if:
- you become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration;
  - you enter into or propose to enter into a scheme, composition or arrangement with any of your creditors.
- 8.4 If this Agreement is terminated, you must immediately cease all use of and access to the Service and use all reasonable efforts to delete, erase and otherwise remove all copies of the Service from all equipment into which you have loaded or installed the Service.
- 8.5 If we terminate this Agreement, we will:
- refund the pro-rata unused balance of the Service Fee you have paid us;
  - recover from you any money (including Service Fees) which you owe us;
  - be regarded as discharged from any further obligations under this Agreement; and
  - pursue any additional or alternative remedies provided by law.

## **9. FORCE MAJEURE**

- 9.1 We will not be in breach or default of any obligation, agreement, or covenant (whether express or implied) by reason of any circumstance beyond our reasonable control including any act of nature, industrial dispute, act of governmental or other authority.
- 9.2 We shall notify you as soon as practicable of any suspension of the Service due to force majeure. The performance of our obligations under this Agreement will be suspended for the period of the inaccessibility of the Service due to force majeure. In the event that the Service is inaccessible due to our fault and/or to force majeure for more than 5 consecutive business days we will extend the expiration date of this Agreement by the same number of days as the Service was unavailable.
- 9.3 Your obligation to pay the Service Fee is not affected by this clause 9.

## **10. GENERAL**

- 10.1 You will not assign any of your respective rights or obligations under this Agreement without our written consent.
- 10.2 Any time or indulgence or any waiver by us of any terms or conditions of this Agreement shall not affect any of our other rights under this Agreement nor shall it at the same time be deemed a waiver by us of any other terms or conditions of this Agreement or subsequent breach of such term or condition.
- 10.3 This Agreement constitutes your entire agreement with us. Any prior arrangements, agreements, representations or undertakings are superseded. This Agreement may not be changed, altered or modified unless done so by written instrument signed by you and us.
- 10.4 If any of the terms and conditions or provisions of this Agreement are determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 10.5 This Agreement is governed by and construed in accordance with the laws of Tennessee and you agree to submit to the jurisdiction of the Courts of Tennessee.
- 10.6 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or relationship of principal and agent or any other fiduciary relationship between us.
- 10.7 This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.
- 10.8 In entering into this Agreement, you have not relied upon any warranty or representation in relation to our Service or us which is not expressly set out in this Agreement and you have relied entirely on your own enquiries in relation to our Service and us.

## NAXOS Online Libraries - SUBSCRIPTION INFORMATION FORM

Please Return Via:

Email: [JSells@NaxosUSA.com](mailto:JSells@NaxosUSA.com)

Fax: +1 (615) - 465 - 3836

This form is designed for us to be able to most efficiently set up your service to the Naxos Online Libraries, and ensure that the correct people are being contacted in the set up and invoicing process. If one person is the contact for all areas, you only need to enter the information once!

Title	Name	Email	Phone	Fax
<b>Technical Contact</b> (Who can answer technical questions?)	Amy Pinc	amypinc@triton.edu	708-456-0300, x. 3424	708-583-3120
<b>Billing Contact</b> (for invoicing)	See above			
<b>Set-up contact</b> (When your service is ready, to whom should we give the details?)	See above			
<b>Music/Reference Librarian</b> (Who will be using NML on a regular basis?)	See above			

### What is your preferred form of authentication?

IP authentication (Please Provide IP range below) (ON CAMPUS) Proxy server off-campus

Username/Password

Referral URL:

Library Card # Format: \_\_\_\_\_ (ex: 10 Digits with the format: 45874\*\*\*\*\*)

### What is your IP range / Referral URL?

64.107.218.1 - 64.107.218.254; 64.107.219.1 - 64.107.219.254; 64.107.220.1 - 64.107.220.254; 64.107.223.1 - 64.107.223.254

Proxy IP: 132.174.251.83

Proxy prefix: <https://triton.idm.oclc.org/login?url=>

And finally:

### What e-mail address should we send the invoice to?

amypinc@triton.edu

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16477

**SUBJECT: ILLINET/OCLC SERVICES PROGRAM MEMBER AGREEMENT WITH  
THE SECRETARY OF STATE/STATE LIBRARIAN OF THE STATE OF  
ILLINOIS**

**RECOMMENDATION:** That the Board of Trustee approve the Agreement for ILLINET/OCLC  
Services for Fiscal Year 2021, beginning July 1, 2020 through June 30, 2021 at the cost of \$3,975.46.

**RATIONALE:** Triton College Library uses the ILLINET/OCLC Services program for online  
cataloging, electronic record transfer, and creation of Triton College Library's database within the  
statewide ILLINET Online System. This is an Illinois State Library Agreement that they will not modify  
for individual institutions. The Library recognizes the benefit of membership in ILLINET/OCLC and  
therefore recommends adoption as a business decision.

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**Submitted to Board by:** \_\_\_\_\_

  
Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Diane Viverito**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No



## OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

ILLINOIS STATE LIBRARY  
Gwendolyn Brooks Building  
300 South Second Street  
Springfield, Illinois 62701-1796

May 8, 2020

Dr. Robert Connor  
Triton College (IAW)  
Library  
2000 Fifth Avenue  
River Grove, IL 60171-1995

Dear Dr. Connor:

Enclosed you will find a single copy of your institution's FY2021 ILLINET/OCLC Services Program Agreement. Please sign and return the signed copy of the ILLINET/OCLC Services Program Agreement. One fully executed original agreement will be returned to your library for your files.

**Your institution's FY21 fee is \$3,975.46**

**This letter is not an invoice.** You will receive an invoice for your FY2021 fee from the Illinois Heartland Library System, the Illinois State Library's fiscal agent for ILLINET/OCLC Services. Invoices will be mailed in early July. Online account access is provided at: [www.illinetoclc.info](http://www.illinetoclc.info). Please contact Shirley Paden at 618-656-3216 extension 419 for your account information.

**TO AVOID OCLC SERVICE INTERRUPTION, SIGN AND RETURN THIS AGREEMENT BY JUNE 30, 2020.** Your institution is responsible for all charges billed by OCLC after July 1, 2020. Agreements may be returned via mail, email or fax at 217-782-6062. **IF YOUR LIBRARY WILL NOT BE RENEWING OCLC SERVICES, please contact Jill Heffernan at [jheffernan@ilsos.gov](mailto:jheffernan@ilsos.gov) no later than June 26, 2020.** IT IS ESSENTIAL THAT YOU CONFIRM YOUR INTENT BY RETURNING THIS AGREEMENT OR OTHERWISE NOTIFYING THIS OFFICE.

Please return your institution's signed agreement to:

Jill Heffernan  
Illinois State Library/ILLINET/OCLC Contract  
Gwendolyn Brooks Building  
300 South Second Street  
Springfield, IL 62701-1796

Please direct questions to Jill Heffernan at [jheffernan@ilsos.gov](mailto:jheffernan@ilsos.gov) or 217-785-1537.

Sincerely,

A handwritten signature in black ink that reads "Greg McCormick".

Greg McCormick, Director  
Illinois State Library

Enclosures  
GM:jlh



**ILLINET/OCLC SERVICES PROGRAM  
RENEWAL AGREEMENT  
FISCAL YEAR 2021**

THIS RENEWAL AGREEMENT, made this first day of July 2020, by and between JESSE WHITE, not individually, but as Secretary of State and State Librarian of the State of Illinois, and, TRITON COLLEGE LIBRARY hereinafter referred to as the SECOND PARTY, witnesseth:

WHEREAS, the SECOND PARTY and the ILLINOIS STATE LIBRARY previously entered into an agreement for the procurement of services from the OCLC ONLINE COMPUTER LIBRARY CENTER, INC., hereinafter referred to as OCLC, and,

WHEREAS, such previous agreement authorized annual renewals by agreement of the parties in Article 2, and,

WHEREAS, the parties hereto wish to renew the said agreement for a period of one (1) year,

NOW THEREFORE, for and in consideration of the covenants of the parties as set forth in such previous agreement and herein, the parties hereto do agree as follows:

1. The SECOND PARTY and the ILLINOIS STATE LIBRARY do hereby agree to renew the above said agreement and all terms and conditions thereof for a period of one (1) year extending from July 1, 2020 through June 30, 2021.
2. It is acknowledged by the SECOND PARTY that OCLC's Schedule 2 – WorldShare Metadata/OCLC Cataloging, Schedule 12 – Group Catalog, and Schedule 14 – WorldShare Interlibrary Loan Services (ILL) may be downloaded from the following web address: [www.cyberdriveillinois.com/departments/library/libraries/OCLC/home.html](http://www.cyberdriveillinois.com/departments/library/libraries/OCLC/home.html) and are fully incorporated herein.

All other terms and conditions not inconsistent with those enumerated above remain in full force and effect.

IN WITNESS WHEREOF, the respective parties hereto have caused this Renewal Agreement to be executed on the day and year written above.

**TRITON COLLEGE LIBRARY**

**ILLINOIS STATE LIBRARY**

\_\_\_\_\_  
Authorized signature (DATE)

\_\_\_\_\_  
Greg McCormick, Director (DATE)

\_\_\_\_\_  
(DATE)

*(This second line is provided for institutions that require two signatures)*

Triton College  
Library  
2000 Fifth Avenue  
River Grove, IL 60171-1995

**SCHEDULE 2****WorldShare Metadata/ OCLC Cataloging****DESCRIPTION**

OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection.

**DEFINITIONS**

- A. "Guidelines" means the "Guidelines for Contributions to WorldCat" as modified from time to time. A current copy of the Guidelines is available at: <http://www.oclc.org/worldcat/community/guidelines.en.html>
- B. "Policy" means the "WorldCat Rights and Responsibilities for the OCLC Cooperative" as modified from time to time as a result of the policy review process described therein. A current copy of the Policy is available at: <http://www.oclc.org/en/worldcat/cooperative-quality/policy.html>.
- C. "Principles" means the WorldCat Principles of Cooperation as modified from time to time. A current copy of the Principles is available at: <http://www.oclc.org/worldcat/community/principles.en.html>
- D. "WorldCat Data" is defined as set forth in the Policy.

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

**ADDITIONAL TERMS AND CONDITIONS**

- 1) **Responsibilities of Institution**
  - A. Institution shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.
  - B. Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.
  - C. Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.
  - D. If, during the term hereof, an Institution informs OCLC that bibliographic records it furnishes to OCLC for addition to WorldCat will be subject to usage or transfer restrictions beyond or in addition to those applicable under this Schedule, and if OCLC nevertheless elects to accept such records for addition to WorldCat, OCLC will so notify Institution, after which Institution's rights to access, use and transfer such records will be subject to said usage and transfer restrictions.

SCHEDULE 12**GROUP CATALOG**DESCRIPTION

**Group Catalog** is a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.

DEFINITIONS

- A. **"Authorized User"** means End-Users of a Group Member library accessing WorldCat Discovery while in the library or by remote access, provided that access for certain WorldCat Discovery functionality requires the Authorized User to be authenticated using a current, authorized library card or other library-controlled or third party-controlled authorization before accessing such WorldCat Discovery functionality.
- B. **"Discovery Terms"** means the WorldCat Discovery Services Schedule and the OCLC Master Services Agreement ("MSA").
- C. **"End-User"** means: (i) an employee of Group Member; and (ii) an end-user to whom Group Member makes its library services available, including on the open Web.
- D. **"Group"** means the consortium of libraries and/or information agencies (i.e., historical societies, archives, museums or similar organizations) who are identified on the Order Form and who have agreed to the MSA.
- E. **"Group Catalog"** means a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.
- F. **"Group Member"** means any library listed on the Order Form and bound by this Schedule, the MSA and Discovery Terms.
- G. **"Guest User"** means any member of the public.
- H. **"WorldCat Discovery"** means the OCLC WorldCat Discovery service as made available by OCLC.
- I. **"WorldCat.org"** means the service through which records of library-owned materials in WorldCat are made available by OCLC through one or more designated websites (currently located at [www.worldcat.org](http://www.worldcat.org)).
- J. **"WorldCat.org Terms"** means the then-current OCLC WorldCat.org Services Terms and Conditions made available via a link on the WorldCat.org interface.

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Service Agreement.

ADDITIONAL TERMS AND CONDITIONS

- 1) In order to receive the Group Catalog, each Group Member must be a subscriber to WorldCat for unlimited access through WorldCat Discovery subject to the Discovery Terms. Except to the extent otherwise indicated in this Section 1, access to and use of the Group Catalog shall be governed by: (i) this Schedule and the Discovery Terms; and (ii) the WorldCat.org Terms when the Group Catalog is accessed through WorldCat.org.
- 2) Upon acceptance of the Group's order for the Group Catalog and receipt by OCLC of all information reasonably requested from the Group, OCLC will create the Group Catalog by a mutually agreed upon completion date.
- 3) Access to other WorldCat Discovery databases (besides the Group Catalog) is permitted only by Authorized Users.
- 4) In connection with the creation of the Group Catalog, OCLC will use commercially reasonable efforts to work with the Group to configure the Group Catalog in such a manner as to maximize the Group Catalog's interoperability with the local systems of Group Members and any other digital content services licensed by Group Members. These configuration services may include: (i) creating profile groups used for searching the Group; (ii) branding of the interface to the Group Catalog; and/or (iii) setting up custom groups in WorldCat Discovery and the OCLC Interlibrary Loan service. The Group recognizes that due to variances

- between the various local systems of the Group Members and the other digital content services licensed by Group Members, the configuration services described herein may not result in the highest level of interoperability desired by the Group. As stated above, OCLC's obligation with respect to configuration services is to exert its commercially reasonable efforts to achieve the results desired by the Group.
- 5) To facilitate the above-referenced configuration services, the Group Members agree to cooperate with OCLC to a reasonable degree, including, but not limited to, providing relevant system documentation and other information as reasonably requested by OCLC. OCLC agrees to use commercially reasonable efforts, and the Group Members agree to take necessary precautionary steps, to ensure the integrity of the Group Members' systems.
  - 6) OCLC will provide Group Administrator with a schedule setting forth dates on which the Group Catalog may be updated to reflect changes in Group membership and Group level settings (i.e., interface branding and custom groups). OCLC will work with Group Administrator to determine the dates from such schedule on which such updates will be made.
  - 7) Information to be included in the Group Catalog which is not contained in WorldCat at the time of the Group's order may be submitted by Group Members for inclusion in WorldCat via batchloading. (Group Members who have not used OCLC for cataloging previously must be profiled by OCLC prior to batchloading.) The following terms shall apply to the batchloading described in this Section:
    - a. OCLC shall load and process source data in conformance with specifications and other directions agreed upon in writing by both parties. Data files submitted for batchload shall be technically acceptable input products, with the stored records in a format acceptable to OCLC, and shall otherwise conform with any policies promulgated by OCLC from time to time for general application to OCLC users. All data submitted to OCLC for batchloading must conform to the specifications agreed to by OCLC and the Group. If such specifications are not met, OCLC may choose not to accept the data for processing. Local information in source data will be accepted by OCLC as provided. There will not be any validation at the local level before or during processing. Source files sent to OCLC for processing will not be returned. Data will be processed according to OCLC-defined schedules. Once applicable specifications have been met, OCLC will not retain or return source files.
    - b. Group Member hereby grants to OCLC, other OCLC participants, non-participant users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, worldwide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic, holdings and other information supplied to OCLC by such Group Member or other entity acting on its behalf.
    - c. Group Member warrants that it possesses all rights necessary to submit such information for inclusion in WorldCat via batchloading and to grant the license above with respect thereto, and that doing so will not infringe the copyright or other proprietary rights of any third party.
    - d. OCLC may share with the Group reports and access to Measurement Services obtained by OCLC from Adobe® SiteCatalyst pursuant to the following guidelines. All Adobe® SiteCatalyst reports, data, and services provided to the Group from OCLC shall be considered confidential ("Confidential Information"). Confidential Information also includes all copies, summaries and extracts of any Confidential Information.
  - 8) Confidential Information, as defined in this Schedule, shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Group; (ii) was rightfully in the Group's possession prior to the disclosure and had not been obtained by the Group either directly or indirectly from OCLC; (iii) is rightfully disclosed to the Group by a third party without restriction on disclosure; or (iv) is independently developed by Group without use of or reference to the Confidential Information.
    - a. Group agrees to use all reasonable care to prevent the disclosure of the Confidential Information to any third party. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that should Group be subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information it shall first have given sufficient and prompt written notice to OCLC of the receipt of any subpoena or other request for such disclosure; and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Group, nothing in this Section shall limit or restrict the ability of the Group to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.
    - b. OCLC reserves the right to cease providing Confidential Information to Group at any time, and for any reason in OCLC's sole discretion.

**SCHEDULE 14****WorldShare Interlibrary Loan Services (ILL)****DESCRIPTION**

WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.

**ADDITIONAL TERMS AND CONDITIONS**

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

Subject to this Schedule and the MSA, OCLC will provide Institution with the Products and Services as specified in the ILL agreed upon pricing document.

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 21, 2020

ACTION EXHIBIT NO. 16478

**SUBJECT: UPDATED COMMENCEMENT AGREEMENT WITH ROSEMONT THEATRE**

**RECOMMENDATION:** That the Board of Trustees approve the updated agreement for Triton's Reimagined Commencement Ceremony at the Rosemont Theatre on July 30, 2020.

**RATIONALE:** Triton's commencement ceremony originally scheduled for May 16, 2020 and approved by the Board of Trustees on February 18, 2020 was cancelled due to the pandemic. The Agreement with Rosemont Theatre for the new date on July 30 has been updated with revisions only to the date, time, and number of volunteers. Parking and post-event cleaning duties following the ceremony will be performed by the Rosemont Theatre's contracted vendors at no charge. This Agreement will not exceed a maximum value of \$35,000.

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**Submitted to Board by:**

  
Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Diane Viverito**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No



ROSEMONT THEATRE LICENSE AGREEMENT

This License Agreement is entered into this July 14, 2020 by and between the Village of Rosemont, (hereinafter referred to as the "Licensor"),

Triton College  
2000 N. 5<sup>th</sup> Ave.  
River Grove, IL 60171

and

(hereinafter referred to as the "Licensee").

WITNESSETH:

WHEREAS, Licensee desires to obtain a license which will allow Licensee to use and occupy the Rosemont Theatre for the purpose of conducting a meeting or similar event known as:

Triton College  
Commencement 2020  
July 30, 2020 – 9:00am

Said meeting is hereinafter referred to as "the Meeting". The term Meeting shall be construed to include all presentations, seminars, lectures and the like given or supervised by Licensee, and

WHEREAS, Licensor owns operates and manages the Rosemont Theatre and has the authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Licensor and Licensee agree as follows:

1. LICENSED SPACE

(a) Licensor grants to Licensee the right to use all the areas of the Rosemont Theatre, which Licensor deems necessary for the Meeting to occur, including such dressing rooms and storage areas as are reasonably required for conducting the Meeting. These areas are hereinafter referred to as the Licensed Space. Licensee agrees to conduct the Meeting in the Rosemont Theatre on the dates and at the times specified in Section 2 of this Agreement.

(b) Licensee shall not make alterations or improvements to the Licensed Space or the Rosemont Theatre without the prior written approval of the Licensor. Any improvements or alterations that may be made by Licensee to the Licensed Space or the Rosemont Theatre shall be undertaken and completed in compliance with all applicable federal, state and local ordinances, laws, rules and regulations and in accordance with any recommendations or requirements of Licensee's and Licensor's insurance carriers.

(c) Licensor has not made any promise or agreement to alter, remodel or improve the Licensed Space or the Rosemont Theatre; and has made no representations regarding the condition of the Licensed Space or the Rosemont Theatre unless such promise, agreement, or representation is contained in this Agreement.

## 2. USE DATE AND TIME

(a) The use of the Licensed Space by Licensee shall begin at 3:00pm on July 30, 2020 for the purpose of conducting the SHOW/MEETING and shall end at approx. 7:00pm on July 30, 2020.

(b) Move-in time for the purpose of setting up any and all equipment, exhibits or scenery which may be necessary for the presentation of the Meeting and/or for holding rehearsals shall begin at 8:00am o'clock on July 30, 2020.

(c) Licensee must remove its equipment, scenery and other property from the Rosemont Theatre and vacate the Rosemont Theatre no later than 11:59pm o'clock July 30, 2020.

(d) The period which begins at 8:00am o'clock on July 30, 2020 and ends at 11:59pm o'clock on July 30, 2020 is hereinafter referred to as the "Use Date(s)".

(e) Licensee shall use the Licensed Space for the purpose of setting up for, rehearsing and conducting the Meeting and for no other purpose.

(f) Licensee shall have access to the Licensed Space on the Use Date(s) during the periods from 8:00 a.m. until 11:59 p.m. provided that a duly designated employee or other representative of the Licensor is present in the Rosemont Theatre. If Licensee desires access to the Licensed Space at other times such access shall be provided at the discretion of the Licensor and then, only if Licensee agrees to pay any costs and expenses incurred by Licensor in providing such access.

(g) Licensee shall indemnify and hold the Licensor harmless from any loss or liability resulting from Licensee's failure to fully vacate the Licensed Space at the end of the Use Date(s), including, but not limited to, consequential damages.



3. FEE

(a) Licensee agrees to pay Licensor a license fee of \$35,000.00 (Includes rent, video equipment and 500 onsite parking spaces).

(b) Licensee further agrees to pay Licensor \$ 500.00 per hour for every hour or fraction thereof after 11:59pm o'clock on July 30, 2020, during which the Licensee has not fully vacated the Licensed Space.

4. DEPOSITS

(a) Licensee agrees to pay \$ 0 with the return of this signed Agreement as a non-refundable deposit. Licensee further agrees that additional non-refundable deposits will be made as follows:

\$35,000.00 no later than July 14, 2020.

Licensee agrees to make all such deposits by a certified check or cashier's check that is payable to the order of the Rosemont Theatre.

(b) Licensee further agrees that upon receipt of written notice from Licensor it will make additional deposits with Licensor of such sums that Licensor feels are necessary to cover the reimbursable costs set forth in Section 5(b) and 5(c) which Licensor reasonably anticipates it will incur on behalf of Licensee in regard to the presentation of the Meeting.

5. REIMBURSABLE COSTS

(a) Licensee shall provide Licensor with a complete list of all personnel, equipment and services which Licensee desires Licensor to provide along with the time of day that they will be required. This complete list shall be delivered to the Operations Manager of the Rosemont Theatre no later than ASAP.

(b) Licensee agrees that it will reimburse the Licensor for the costs the Licensor incurs in supplying the following personnel, equipment and services for the Meeting.

Sound Production: included in rent  
Light Production: included in rent  
Ushers: included in rent  
Stagehands: included in rent  
Projectionists: included in rent  
Electrician: included in rent  
Teamsters and Loaders: included in rent

<u>Wardrobe:</u>	<u>N/A</u>
<u>Musicians:</u>	<u>N/A</u>
<u>Confetti Clean-up</u>	<u>\$500.00 (if needed)</u>
<u>Related Payroll Taxes:</u>	<u>included in rent</u>
<u>Security-Public Areas:</u>	<u>included in rent</u>
<u>Security-Backstage:</u>	<u>included in rent</u>
<u>Security-Overnight and other Special Security:</u>	<u>N/A</u>
<u>Telephone:</u>	<u>N/A</u>
<u>Hi Speed Internet Connection:</u>	<u>N/A</u>
<u>Additional Reimbursable Expenses:</u>	<u>TBD</u>

FULL EXPENSES TO BE DETERMINED AT A LATER DATE.

(c) Licensee further agrees to reimburse Licensor for any costs incurred by Licensor which are not specified in Section 5(b) that are incurred on behalf of Licensee as a result of the conducting of the Meeting without regard to whether such costs are incurred by Licensor before, during or after the Use Date(s). Licensor shall immediately notify Licensee that it is necessary for Licensor to incur additional costs for which reimbursement from Licensee will be required and, if time permits, notice shall be made in writing to the Licensee. Licensee shall be permitted to disapprove the incurring of such additional costs. However, Licensor shall have the right to incur costs despite Licensee's disapproval where the costs are incurred for the purpose of insuring the safety and well being of persons in or around the Rosemont Theatre or for the protection of property in and around the Rosemont Theatre. Licensee shall be required to reimburse Licensor for all such costs incurred by Licensor despite Licensee's disapproval. Unless otherwise agreed, Licensor shall have the sole discretion to select the personnel of Licensor who will be providing the services set forth in Section 5(b) and to determine their qualifications.

#### 6. PAYMENT FOR DAMAGES

(a) Licensee agrees to leave the Licensed Space in the same condition that it is in at the commencement of the Use Date(s), ordinary wear excepted.

(b) Licensee agrees to pay the cost of repairing or replacing any and all damage to any equipment or other property owned by Licensor and to pay the cost of repairing or replacing any and all damage to the Rosemont Theatre which occurs as a direct or indirect result of conducting the Meeting at the Rosemont Theatre. Such damages include but are not limited to damages that are caused by persons who attend the Meeting.

#### 7. TICKETS AND TICKET SALES

Unless otherwise agreed by Licensor, the Meeting shall not be open to the general public. Licensee shall have the right to issue tickets or other forms of admission certificates which are intended to identify the bearer as a person entitled to attend the entire Meeting, or any

particular specified portion thereof. Licensee shall also have the right to issue passes or other forms of identifications to its employees and agents for the purpose of identifying such persons as persons who are entitled to have access to the Licensed Space, before or during the Meeting or any particular specified portion thereof. Licensee shall furnish Licensor with a facsimile of the form of any ticket, certificate or pass issued by Licensee that is intended to permit a person to have access to the premises of the Rosemont Theatre in connection with the Meeting. Unless otherwise agreed, Licensor shall not be responsible for issuing tickets for the Meeting or providing a box office or any other facility for the issuance of tickets for the Meeting.

8. LIEN

Licensor and Licensee agree that Licensor shall have a lien against all property of Licensee located within the Rosemont theatre for (1) taxes, if any, which are due and which must be paid by Licensor as a result of the conducting of the Meeting, (2) any unpaid license fees, (3) any unpaid reimbursable costs, and (4) any other monies which are due from Licensee to Licensor under this Agreement.

9. SETTLEMENT

The actual amounts due from the Licensee to the Licensor for (1) the remainder, if any, of the license fee under Section 3, (2) reimbursable costs under Section 5, and/or (3) damages under Section 6 shall be paid by the Licensee to the Licensor no later than 5:00pm o'clock on July 30, 2020, unless otherwise agreed in writing.

10. CANCELLATION

(a) If Licensee cancels the Meeting or any portion of the Meeting, no part of any deposit that has been made pursuant to this Agreement shall be refunded. In addition, Licensee agrees to pay Licensor any reimbursable costs under Section 5 which have been incurred by Licensor in connection with the Meeting prior to Licensor's actually receiving notice of cancellation, less the amount of any deposits that have been made to cover such reimbursable costs.

(b) Notwithstanding the provisions of Section 10(a), if, after cancellation by Licensee, another event is held in the Rosemont Theatre during the Use Dates(s), then the Licensor shall pay to Licensee an amount equal to any deposits made by Licensee less any costs incurred by Licensor in respect to the Meeting.

11. PERMITS AND LICENSES

Licensee agrees to obtain all licenses or permits which are necessary for conducting the Meeting and to promptly pay all permit fees or license fees.

12. ADVERTISING

(a) All advertising and promotion of the Meeting shall be the sole responsibility and obligation of the Licensee.

Licensee agrees that all advertising for the Meeting will be true and accurate.

(b) All references made in any advertising to the Licensed Space shall refer to the facility where the Meeting is being presented as the "Rosemont Theatre" or such other name as may be designated in writing by the Licensor.

(c) Licensor shall have the right to display its own advertising and other materials in and around the Rosemont Theatre. All advertising space within the Rosemont Theatre or on adjacent premises which are owned by the Licensor is the exclusive property of the Licensor and all revenues or other income received from such advertising space shall be the sole property of the Licensor.

(d) Licensee shall not distribute any printed matter, other than programs, pamphlets, display advertising, seminar or lecture handouts, or other materials which relate to the Meeting or to Licensee's business.

13. PERFORMANCE APPROVAL

(a) Licensor retains the right to disapprove of any performance, exhibition or entertainment which is to be offered as part of the Meeting. Licensee agrees that no performer, performance, exhibition or entertainment shall be presented as part of the Meeting if Licensor files a written objection to the performer, performance, exhibition or entertainment based on either the grounds (1) that it is illegal, (2) that it fails to comply with representations made in advertising the Meeting, or (3) that it violates restrictions imposed on the content of the Meeting which are agreed to by Licensor and Licensee at the time of the execution of this Agreement.

(b) If the Meeting must be canceled pursuant to this section, then payments shall be made by Licensee to Licensor as provided in Sections 3, 5 and 6.

14. LICENSEE'S PERSONNEL AND EQUIPMENT

(a) Except as set forth in Section 5(b), Licensee shall be responsible for furnishing at its sole cost and expense, all equipment and personnel necessary to conduct the Meeting, including, but not limited to speakers, presenters, emcees, actors, musicians, singers, dancers, any and all other personnel, scenery, props, sound and lighting equipment not supplied by Licensor pursuant to Section 5(b) and any and all musical instruments.

(b) Equipment and personnel shall be brought into and taken out of the Rosemont Theatre only at such entrances and exits as are designated by Licensor.

(c) Any artisans or workmen employed by Licensee may be refused entrance to or ejected from the Rosemont Theatre by Licensor for non-compliance with any provision of this Agreement or for engaging in conduct which Licensor deems to be objectionable or improper without Licensor incurring any liability for such refusal or ejection.

(d) Licensor shall have the right to remove from the Rosemont Theatre or refuse to allow in the Rosemont Theatre any equipment which Licensor determines constitutes a hazard to the safety or health of persons in and around the Rosemont Theatre or constitutes a hazard to the preservation of property located in or around the Rosemont Theatre.

(e) Licensor shall have the right to remove any and all property belonging to Licensee which is not removed from the Licensed Space of the Rosemont Theatre at the end of a Use Date(s), at Licensee's expense. Licensor shall have no liability of any kind to Licensee as a result of Licensor's removal of Licensee's property pursuant to this section.

15. CONCESSIONS (DOES NOT APPLY)

~~(a) — Licensor reserves all concession rights. Licensor shall have the right to sell concessions at appropriate times and in appropriate places before, during and after presentations of the Event. For purposes of this section, concessions include, but are not limited to food, beverages, programs, souvenirs, record albums, novelties, and parking privileges.~~

~~(b) — Licensee shall have the right to sell through Licensor's concessionaires such programs and novelties as are approved in advance in writing by Licensor and upon such conditions as are approved by Licensor.~~

16. FREE SAMPLES, SOLICITATION

Licensee shall have the right to distribute printed material related to the Meeting. Licensee shall have the right to distribute gifts and samples to persons attending the Meeting as are approved by Licensor. Except as provided in the forgoing sentence and in Section 15(b) of this Agreement, no other items shall be sold or distributed in or around the premises of the Rosemont Theatre without the prior written permission of the Licensor.

17. PARKING

Licensor shall provide Licensee with the right to use and occupy 500 parking spaces, free of charge, in a parking lot adjacent to the Rosemont Theatre on the Use Date(s). Licensor may require those persons operating motor vehicles who intend to use a parking space that is provided free of charge to display a parking pass to be provided by Licensor. Except as

otherwise provided in this section, the Licensor may charge a fee for the privilege of parking a motor vehicle in the parking lots owned by Licensor that are located adjacent or near to the Rosemont Theatre during all or a portion of the Use Date(s).

18. INTERMISSIONS

Licensee shall have the discretion of scheduling any intermissions subject to the reasonable approval of Licensor.

19. ANNOUNCEMENTS

Licensor shall have the right to make announcements needed to assure and protect the safety of persons and property in and around the Rosemont Theatre at any time Licensor deems necessary. Licensee agrees that it will cooperate with Licensor whenever Licensor deems it necessary to make such announcements.

20. COPYRIGHTED MATERIAL

(a) Licensee shall pay all royalties, license fees and any other costs arising from the Licensee's use of patented, trademarked, franchised or copyrighted music, dramatic rights, devices, processes, or other materials, during or in connection with the conducting or advertising of the Meeting.

(b) Licensee shall indemnify, defend and hold the Licensor harmless from any and all damages, claims, or costs including attorneys' fees which result from the use of any device, process or material in connection with the conducting or advertising of the Meeting which is or which is alleged to be patented, trademarked, franchised or copyrighted.

21. OCCUPANCY INTERRUPTION OR TERMINATION

(a) If the Licensed Space or any part thereof is not available for use by the Licensee for reasons beyond the control of the Licensor and Licensee including, but not limited to, damage or destruction from fire, weather, or other casualty, requisition of the Licensed Space by a governmental agency other than the Village of Rosemont, labor strikes or boycotts, then this Agreement shall terminate.

(b) Licensee shall indemnify and hold the Licensor and its employees harmless against any and all claims arising out of the cancellation or termination of the Meeting, provided that such cancellation or termination is not due to the fault, act or omission of the Licensor, its agents or employees, unless such cancellation or termination was reasonably necessary to preserve or prevent damage or injury to property or persons. Licensee shall also pay to Licensor the amount of all reimbursable costs provided for under Section 5 which were incurred either before the termination or cancellation or which were reasonably necessary to

incur after the termination and cancellation.

(c) Licensee shall have no claim for damages or other compensation should this Agreement be terminated pursuant to Section 21(a). If a session of the Meeting has not started prior to the time of termination, then if the Agreement is terminated pursuant to Section 21(a), Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination. If one or more sessions of the Meeting have been completed at the time this Agreement is terminated pursuant to Section 21 (a), then Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination and an amount equal to the percentage of the license fee allocable for those sessions of the Meeting which were completed at the time the Agreement is terminated.

(d) Licensor shall have the right to interrupt or terminate the Meeting if such interruption or termination is necessary to protect the safety of persons and property in and around the Rosemont Theatre. The reasons for which the Licensor may interrupt or terminate the Meeting pursuant to this Section include, but are not limited to, bomb threats, fire, acts by persons participating in the sessions of the Meeting, and acts by persons attending the Meeting.

(e) If Licensor in its sole discretion determines that the reason the Meeting was interrupted or terminated under Section 21(d) was not the responsibility of the Licensee, then Licensee may retain possession of the Licensed Space for sufficient time to complete the Meeting unless Licensor has committed the Licensed Space for the additional time needed to complete the Meeting to another licensee. Licensee shall be responsible for any and all reimbursable costs which are incurred by Licensor during any additional time used by Licensee under this Section.

(f) If Licensor in its sole discretion determines that the reason or cause for an interruption or termination under Section 21(d) is not the responsibility of Licensee, and it is not possible for Licensee to complete the Meeting, then the license fee provided for in Section 3(a) shall be prorated or adjusted. Licensee, however, shall continue to be liable for all other payments due Licensor under this Agreement.

(g) If Licensor determines that the Licensee is responsible for an interruption or termination of the Meeting under Section 21(d), then Licensee shall continue to be liable for and shall make all payments which are provided for in this Agreement.

## 22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies and shall comply with all rules and regulations which govern the use and occupancy of the Rosemont Theatre, including, but not limited to, the rules restricting smoking on the Rosemont Theatre premises and relating to the stacking of speakers which are set forth in the Addendum to this Agreement. Licensee will not allow or permit anything to be done within or around the Rosemont Theatre which violates any such laws, ordinances, rules and regulations.

23. CONTROL OF FACILITY AND LICENSOR'S RIGHT TO ENTER

(a) In permitting Licensee to use the Licensed Space as provided in this Agreement, Licensor does not relinquish the right to exercise control over the Rosemont Theatre including the Licensed Space and to enforce all laws, rules and regulations.

(b) Licensor reserves the right to eject or cause to be ejected from the Rosemont Theatre any person that Licensor deems to be objectionable. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee because of the exercise of its right to eject objectionable persons.

(c) Licensor's officers, employees, agents, concessionaires, and Licensor's concessionaires' servants, employees and agents shall at all times have access to the Licensed Space in accordance with and upon presentation of passes issued to them by Licensor.

24. PUBLIC SAFETY

Licensee and its agents and employees shall conduct themselves at all times in a manner which will not endanger persons or property in and around the Rosemont Theatre. Licensee, its agents and employees will observe and abide by all requests made by or on behalf of Licensor, the Village of Rosemont Department of Public Safety or any other governmental agency whose duty it is to preserve and protect persons and property in and around the Rosemont Theatre.

25. BROADCASTING RIGHTS

There shall be no radio or television broadcast of the Meeting, nor shall any radio or television broadcast originate from the Rosemont Theatre during the Use Date(s) without the prior written permission of the Licensor. Such permission may be conditioned upon Licensee furnishing and installing at its sole cost and expense, all equipment necessary for the broadcasting and removing all such equipment following the conclusion of the broadcast, and/or upon the payment of a fee by Licensee to Licensor.

26. RECORDING

Licensee may make visual or audio recordings of sessions of the Meeting for use by Licensee and Licensee's employees without the written permission of the Licensor. Licensee may make visual or audio recordings of sessions of the Meeting for use by persons other than the Licensee and Licensee's employees provided that if such recording contains material which identifies or refers to the Rosemont Theatre, the Licensee must obtain the approval of Licensor prior to distributing the recording to persons other than Licensee's employees. Any costs incurred by Licensor as a result of the recording of any portion of the Meeting shall constitute a



reimbursable expense of purposes of this Agreement. Licensors may require Licensee to make an advance payment equal to the estimated amount of such costs.

27. PROPERTY OF LICENSEE AND THIRD PERSONS

(a) Any and all property which is owned by Licensee or is under Licensee's custody or control shall be kept at the Rosemont Theatre at Licensee's own risk. Licensors shall have no liability whatsoever if any such property is damaged, destroyed or lost, regardless of cause while it is located on the premises of the Rosemont Theatre.

(b) Licensors will accept delivery of property at the Rosemont Theatre which is addressed to Licensee but shall do so only as a service to Licensee. Licensee will indemnify and hold the Licensors harmless for any loss or damage to any such property.

(c) Except to the extent that any claim is covered by the insurance which is provided under Section 28, Licensee shall indemnify and hold harmless Licensors from any claims made by any third party or costs related to claims made by any third party including attorneys' fees for loss or damage to third party property located in the Rosemont Theatre which occurs on the Use Date(s).

28. INSURANCE

(a) Licensee at its own cost and expense shall provide and keep in full force and effect during the Use Date(s) the following types of insurance policies with limits not less than the amounts specified below:

- (i) Workers' Compensation and As required by law  
Employers' Liability
- (ii) Comprehensive General Liability  
including Personal Injury Groups  
A, B, and C with Exclusion C deleted  
including Contractual Liability Endorsement  
Bodily Injury Including Death
 

	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

Licensors must be named as an additional insured under the Comprehensive General Liability Insurance Policy. The Comprehensive General Liability Insurance Policy may consist of primary and umbrella coverages and must cover the Rosemont Theatre and adjacent premises owned by the Licensors. Licensee must provide Licensors with certificates of insurance not less than thirty

(30) days prior to the Use Date(s) which show that it has obtained the required insurance coverage from financially sound and reputable insurance companies. Such certificates of insurance must provide that the insurance coverage described in the certificate will not be canceled unless Licensor is given at least ten (10) days written notice.

(b) Licensee shall not perform any act or omission or permit or suffer the performance of any act or omission which may reasonably result in either the cancellation or invalidation of any insurance policies maintained by Licensor or an increase in the premiums Licensor is required to pay for such insurance policies.

(c) Licensor shall upon request provide Licensee with information as to the type and limits of the insurance coverage which Licensor has obtained that is applicable to the Rosemont Theatre.

29. INDEMNIFICATION FOR ACTS AND OMISSIONS BY LICENSEE, LICENSEE'S AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and Licensor's agents, officers and employees from and against all claims, judgements, damages, losses and expenses, including but not limited to attorneys' fees, which result directly or indirectly from the negligent or the reckless or willful acts or omissions of Licensee or Licensee's agents, officers and employees or independent contractors hired by the Licensee, and the Licensee shall at its own expense appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith and if any judgement shall be rendered against Licensor or against Licensor's agents, officers or employees, then Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any insurance protection which may be required by this Agreement or any other agreement or which is otherwise provided by Licensee shall in no way limit the Licensee's responsibility to indemnify, keep and save harmless and defend the Licensor and Licensor's agents, officers and employees as provided in this section.

30. ASSIGNMENT

(a) Neither this Agreement nor any of the rights granted by this Agreement may be assigned, transferred, mortgaged, pledged, hypothecated or in any way encumbered or disposed of by Licensee without the prior written consent of Licensor. Any assignment, transfer or encumbrance or any attempted transfer, assignment or encumbrance without such consent shall be null and void and shall neither relieve Licensee of any of its obligations under this Agreement nor create any obligation on the part of Licensor.

(b) A successor in interest of Licensee by merger, operation of law or valid assignment, purchase or otherwise of substantially the entire business of the Licensee shall succeed to all of the rights of Licensee and assume all of the obligations and duties of the

Licensee under this Agreement provided that said successor gives prompt written notice to Licensor and accepts in writing all of the obligations and duties of the Licensee under this Agreement.

(c) Licensor's consent to any assignment or other transfer by Licensee shall not be deemed to be a consent by Licensor to any further assignment or transfer.

(d) Licensee shall not without Licensor's prior written consent, sub-license the Licensed Space or any part thereof, or permit the use or occupancy of all or any part of the Licensed Space by anyone other than Licensee.

(e) Licensor has no right to grant to any third party the right to use the Licensed Space during the Use Date(s) as provided in this Agreement unless this Agreement is terminated.

31. DEFAULT

If the Licensee fails to perform in accordance with or fails to comply with any of the terms and conditions contained in this Agreement, the Licensor shall have all the remedies provided for by law, and in addition, may:

(1) Terminate this Agreement by giving written notice of termination to the Licensee. Upon the mailing of written notice of termination, this Agreement shall terminate and all rights and privileges granted or extended by this Agreement shall be deemed revoked. If this Agreement is terminated pursuant to this Subsection, then Licensee shall continue to be liable to Licensor for all reimbursable costs incurred pursuant to Section 5 of this Agreement by Licensor and shall also be liable for the fees specified in Sections 3 and 6 of this Agreement subject to a set off in the amount of any license fees which Licensor might receive from others for use of the Licensed Space on the Use Date(s). In addition, all deposits made by Licensee shall be retained by Licensor.

AND

(2) Deny Licensee and Licensee's officers, agents, employees and independent contractors hired by the Licensee admission to the Rosemont Theatre and the use and occupancy of the Licensed Space and remove from the Rosemont Theatre any personal property of the Licensee or Licensee's officers, agents, employees or independent contractors hired by the Licensee at Licensee's expense or place such property in a public warehouse or other place of safe keeping at Licensee's risk and expense.

32. LEGAL EXPENSES

Licensee shall pay Licensor all costs, expenses and attorneys' fees incurred by Licensor in enforcing the covenants and conditions of this Agreement.

33. BANKRUPTCY

In the event that Licensee is adjudged a bankrupt, makes an assignment for the benefit of creditors, commits any other affirmative act of insolvency, files a petition or has filed against it a petition that is not discharged within ten (10) days fore reorganization, arrangement, debt moratorium or other relief for debtors under any bankruptcy, insolvency act, code or law or in the event a custodian, receiver or trustee shall be appointed for the business or property of Licensee, this Agreement shall not be considered an asset of the Licensee or Licensee's estate and Licensor may immediately terminate this Agreement upon notice to the Licensee and exercise any and all rights and remedies provided in Section 31.

34. GOVERNING LAW

This Agreement shall in all respects, including validity, interpretation and effect be governed by the laws of the State of Illinois.

35. NON-WAIVER

The failure of Licensee or Licensor to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of Licensor's and Licensee's right to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement and to enforce such compliance by any appropriate remedy.

36. NOTICES

(a) Unless otherwise provided herein to the contrary, all notices, required or permitted under this Agreement shall be made in writing.

(b) Unless otherwise provided herein to the contrary, if the notice is sent by certified or registered mail postage prepaid, then it shall be deemed to be given when it is deposited in the United States Mail and address as follows:

IF TO LICENSEE:

Triton College  
2000 N. 5<sup>th</sup> Ave.  
River Grove, IL 60171

IF TO LICENSOR:

Rosemont Theatre  
Village of Rosemont  
5400 N. River Road  
Rosemont, IL. 60018  
Attn: Executive Director

Otherwise notice shall be deemed to be given when the notice is actually received by the party to whom it is directed.

(c) Either party may change to another single address the address to which such notices are to be sent by giving prior written notice to the other party.

37. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns and shall be binding upon and inure to the benefit of the Licensee and its successors, executors, administrators, heirs and assigns subject to the provisions of Section 30 which limit Licensee's right to assign or transfer this Agreement.

38. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- \* The Rosemont Theatre License Agreement

These documents constitute the entire Agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all proposals oral or written and all negotiations, conversations and discussions heretofore had between the Licensor and the Licensee related to this Agreement.

39. MODIFICATION AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both the Licensor and the Licensee.

40. LICENSE ONLY

It is expressly understood by and between Licensor and Licensee that the rights which Licensee has pursuant to this Agreement to use the Licensed Space are in the nature of a license and that Licensee does not have a leasehold interest or any other interest in the Rosemont Theatre or in the property on which the Rosemont Theatre is located.

41. OTHER MATTERS

Licensor shall have the discretion to determine any questions and resolve any other matters that might arise which are not covered by this Agreement.

42. CAPTIONS AND INDEX

The index and captions used in this Agreement are for the convenience of the parties only and shall not affect the meaning of any of the provisions of this Agreement or be deemed a part of the Agreement.

43. RIGHTS OF THIRD PARTIES

This Agreement does not confer any rights upon any member of the public, any person attending the Meeting or any other third party, unless this Agreement expressly and explicitly provides the third party with such right.

44. APPROVAL OF CONTRACT

It is agreed that this Agreement will not be in force until it has been signed by both Licensee and Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have made this Agreement as of the date first written above.

LICENSOR: VILLAGE OF ROSEMONT

BY: \_\_\_\_\_  
Patrick Nagle, Executive Director  
Rosemont Theatre

LICENSEE: TRITON COLLEGE

BY: \_\_\_\_\_  
Mark R. Stephens, Chairman of the Board  
Triton College

Attest: \_\_\_\_\_

Fall 2020 Continuing Ed Guide (RE-BID)

The following firms have been invited to submit bids for printing the Fall 2020 Continuing Ed Guide. An advertisement for bid was placed in the Chicago Tribune-west cook county zone. Immediately after the closing hour for receiving bids which was 2:00 p.m., local time, Tuesday, June 23, 2020, the bids were publically opened and read aloud in room A-300, and broadcast live on Triton College You Tube broadcast by Garrick Abezetian and witnessed by Danielle Stephens.

COMPANY	NET COST
KK Stevens Publishing Co. 100 N Pearl St. Astoria, IL 61501	\$20,831.65

It is recommended that the Board of Trustees accept the proposal submitted by KK Stevens Publishing Co. in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan  
Vice President - Business Services

A/C Number	01-80100535-540200005
A/C Name	AVP Strategic Marketing -Printing
Budget	FY21 \$200,000.00
Prev. Expend.	0.00
Schedule	20,831.65
Balance	\$179,168.35

DISTRIBUTION:

B.



## MEMORANDUM

**To: Sean Sullivan**

**From: Sam Tolia** 

**Date: 06/23/20**

**Re: Bid Results**

Three printers submitted bids for the printing of the Fall 2020 Triton College Continuing Education Guide. The bid is based on printing 141,500 copies at 60 pages plus cover. The cover prints four-color on 80# gloss enamel text and the body prints one-color on 30# newsprint. Also included in the bid is an electronic proof, saddlestitching and simplified mailing.

The bids are as follows:

Castle Printech	<b>\$26,445</b>
Woodward Printing Services	<b>\$20,894</b>
KK Stevens	<b>\$20,831.65</b>

Accepting the bid from KK Stevens is recommended.

Thank you!

Continuing Ed Guide - Fall 2020 (RE-BID)

Company Name:	Woodward Printing Services	KK Stevens Publishing Co.	Castle Printech
141,500 copies, 60 pages plus cover	\$ 20,894.00	\$ 20,831.00	\$ 26,445.00
Additional signatures + 4	\$ 510.00	\$ 1,259.82	\$ 600.00
+ 8	\$ 1,425.00	\$ 2,867.54	\$ 1,800.00
+ 16	\$ 2,729.00	\$ 3,889.97	\$ 3,200.00
less signatures - 4	\$ (638.00)	\$ (96.26)	\$ (400.00)
- 8	\$ (1,148.00)	\$ (856.53)	\$ (800.00)
- 16	\$ (2,423.00)	\$ (3,067.85)	\$ (2,000.00)
additional M's	\$ 163.00	\$ 132.68	\$ 175.00
Ink: Cover: 4 color (process)	Included	Included	Included
Body: 1 color black	Included	Included	Included
Paper: Cover: 80# Gloss Enamel Text	Included	Included	Included
Body: 30# newsprint	Included	Included	Included
Bindery	Included	Included	Included
Copy	Included	Included	Included
Proofs	Included	Included	Included
Inserts - Per 1,000	\$ 20.00	\$ 30.00	\$ 20.00
Delivery	Included	Included	Included
Simplified mailing	Included	Included	Included
Total	\$ 20,894.00	\$ 20,831.65	\$ 26,445.00

## Mailing List

Castle Printech  
121 Industrial Drive  
DeKalb, IL 60115

Reindl Printing, Inc.  
1251 Yosemite Rd  
Oconomowoc, WI 53066

Master Graphics, LLC  
1100 S Main Street  
Rochelle, IL 61068

Northern Printing Network  
2801 Lakeside Dr Ste 110  
Bannockburn, IL 60015

Creasey Printing Services  
1905 Morning Sun Ln  
Springfield, IL 62711

Signature Offset  
13801 E 33<sup>rd</sup> Pl, Unit F  
Aurora, CO 80011

United Graphics LLC  
898 Cambridge Dr  
Elk Grove Village, IL 60007

Midstates Inc  
4820 Capital Ave NE  
Aberdeen, SD 57401

Journal Topics/Wessell Web  
622 Graceland Ave  
Des Plaines, IL 60016

Blue Island Newspaper Printing, Inc,  
262 W 147<sup>th</sup> St  
Harvey, IL 60426

Precise Printing Network  
2190 Gladstone Ct Ste A  
Glendale Heights, IL 60139

Creekside Printing  
1175 Davis Road  
Elgin, IL 60123

Breese Publishing  
P.O. Box 405  
Breese, IL 62230

Regional Publishing Corp  
12243 S Harlem  
Palos Heights, IL 60463

John S Swift  
999 Commerce Ct  
Buffalo Grove, IL 60089

Woodward Printing Services  
11 Means Drive  
Platteville, WI 53818

Mignone Communication, Inc.  
169 S Jefferson St  
Berne, IN 46711

The Viking Printing Group  
497 Widgeon Ln  
Bloomington, IL 60108

Custom Services  
120 W Laura Drive  
Addison, IL 60101

Vouge Printers  
820 S Northpoint Blvd  
Waukegan, IL 60085

FLC Graphics Inc.  
4600 N Olcott Ave  
Harwood Heights, IL 60706

PA Hutchison Company  
400 Pen Ave  
Mayfield, PA 18433

Indiana Printing  
899 Water St  
Indiana, PA 15701

K.K Stevens Publishing Co.  
100 N Pearl St  
Astoria, IL 61501

Data Reproduction Corporation  
4545 Glenmeade Lane  
Auburn Hills, MI 48326

Topweb  
5450 N Northwest Highway  
Chicago, IL 60630

EP Graphics  
169 Jefferson St  
Berne, IN 46711

Envision3  
225 Madsen Dr  
Bloomington, IL 60108

TRITON COLLEGE  
DISTRICT #504

SCHEDULE B42.19  
VOLUME XI.II  
July 21, 2020

Welding Lab Epoxy Floor – Building T  
(Confirmation of Board Poll)

4 firms submitted bids for the Welding Lab Epoxy Floor – Building T project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 2:30 p.m. local time, Thursday, June 11, 2020, the bids were publicly opened and read aloud in room A-300 by Garrick Abezetian, Business Services, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by Danielle Stephens, Business Services, and a representative from B, P & T Construction.

It is recommended that the Board of Trustees accept the proposal submitted by Western Specialty Contractors, Inc, in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY	NET COST
Western Specialty Contractors, Inc. 2658 W Van Buren St Chicago, IL 60612	\$54,780.00

APPROVED:



Sean O'Brien Sullivan  
Vice President – Business Services

A/C Number	06-30905008-530100010
A/C Name	WEI Grant Account
Budget	\$ 218,000.00
Prev. Expend.	\$ 0.00
Schedule	\$ 54,780.00
Balance	\$ 163,220.00

## Memorandum

June 26, 2020

To: Sean Sullivan  
V.P. Business Services

From: John Lambrecht  
Associate Vice President, Facilities



RE: Welding Lab Epoxy Flooring – Building T



Operations & Maintenance

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Triton College received 4 bids from vendors for the Welding Lab Epoxy Flooring – Building T project.

The lowest, qualified bidder was Western Specialty Contractors, Inc. in the Base Bid amount of \$54,780.00.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to Western Specialty Contractors, Inc. in the Base Bid amount of \$54,780.00.

I support this recommendation and agree that the bid should be awarded to Western Specialty Contractors, Inc. in the Base Bid amount of \$54,780.00.

Thanks, and please feel free to call with any questions,

John



June 15, 2020

Mr. John Lambrecht  
Associate Vice President of Facilities  
Triton College  
2000 Fifth Avenue  
River Grove, Illinois 60171

RE: **BID RECOMMENDATION  
WELDING LAB EPOXY FLOORING - BUILDING T  
TRITON COLLEGE  
PROJECT NO. 20070**

Dear Mr. Lambrecht:

On Thursday, June 11<sup>th</sup>, 2020 at 2:30 P.M. four (4) sealed bids were publicly opened and read for the Welding Lab Epoxy Flooring at Building T project. The low *qualified* bidder was Western Specialty Contractors, Inc, in the Base Bid amount of \$54,780.00. The Bid includes the project contingency amount.

We contacted Western Specialty Contractors, Inc and they have confirmed their bid. The project requirements were reviewed and Western Specialty Contractors, Inc demonstrated an understanding of the scope of work and project time line. Western Specialty Contractors, Inc has performed on projects of similar size and scope with favorable results.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Welding Lab Epoxy Flooring at Building T project to the low *qualified* bidder, Western Specialty Contractors, Inc in the Base Bid and Contingency amount of \$54,780.00.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,  
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitello". The signature is written in a cursive, flowing style.

Gaspare P. Pitello, ALA  
Associate Principal

Attachments  
WMS/dls  
J:\Triton College\20070 Welding Lab Epoxy Flooring\1 Docs\Corr\20070 LOR.wpd

Project: Welding Lab Epoxy Flooring - Building T

Owner: Triton College

Project No.: 20070

Bid Date/Time: Thursday, June 11, 2020 @ 2:30 P.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	ALTERNATE NO. 1: ROOM 128B ONLY (DEDUCT)	NOTES
1	CCI Flooring, Inc.	x	x	\$45,400.00	-\$31,300.00	Non Conforming Bid
2	BP&T Construction	x	x	\$81,510.00	-\$22,000.00	
3	<b>Western Specialty Contractors, Inc.</b>	<b>x</b>	<b>x</b>	<b>\$54,780.00</b>	-\$7,400.00	
4	Edwin Anderson Construction Co.	x	x	\$82,280.00	-\$29,000.00	
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TRITON COLLEGE  
DISTRICT #504

SCHEDULE B42.20  
VOLUME XI.11  
July 21, 2020

Welding Lab Fume Extraction – Building T  
(Confirmation of Board Poll)

5 firms submitted bids for the Welding Lab Fume Extraction – Building T project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 2:15 p.m. local time, Thursday, June 11, 2020, the bids were publicly opened and read aloud in room A-300 by Garrick Abezetian, Business Services, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by Danielle Stephens, Business Services.

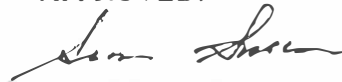
Edwin Anderson and MG Mechanical Contracting, Inc. were tied with the lowest bid and therefore submitted revised lower bids on Friday, June 19, 2020 via Email and the Opening hosted by John Lambrecht, O & M, and viewed through a Zoom Meeting by Representatives from Edwin Anderson and MG Mechanical Contracting, Inc.

It is recommended that the Board of Trustees accept the proposal submitted by MG Mechanical Contracting, Inc, in accordance with their low specified bid. This item was competitively bid according to state statutes and Re-Bid process was approved by Kuser & Raucci.

Recommendation along with tabulation is attached.

COMPANY	NET COST
MG Mechanical Contracting, Inc. 1513 Lamb Rd Woodstock, IL 60098	\$150,260.00

APPROVED:

  
Sean O'Brien Sullivan  
Vice President – Business Services

A/C Number	06-30905008-530100010
A/C Name	WEI Grant Account
Budget	\$ 218,000.00
Prev. Expend.	\$ 54,780.00
Schedule	\$ 150,260.00
Balance	\$ 12,960.00



## Memorandum

June 26, 2020

To: Sean Sullivan  
V.P. Business Services

From: John Lambrecht  
Associate Vice President, Facilities



RE: Welding Fume Extraction – Building T



Operations & Maintenance

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Triton College received 5 bids from vendors for the Welding Fume Extraction – Building T project.

The lowest, qualified bidder was MG Mechanical Contracting, Inc. in the Base Bid amount of \$150,260.00.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to MG Mechanical Contracting, Inc. in the Base Bid amount of \$150,260.00.

I support this recommendation and agree that the bid should be awarded to MG Mechanical Contracting, Inc. in the Base Bid amount of \$150,260.00.

Thanks, and please feel free to call with any questions,

John



June 23rd, 2020

Mr. John Lambrecht  
Associate Vice President of Facilities  
Triton College  
2000 Fifth Avenue  
River Grove, Illinois 60171

RE: **BID RECOMMENDATION  
WELDING FUME EXTRACTION - BUILDING T  
TRITON COLLEGE  
PROJECT NO. 20057**

Dear Mr. Lambrecht:

On Thursday, June 11<sup>th</sup>, 2020 at 2:15 P.M. five (5) sealed bids were publicly opened and read for the Welding Fume Extraction at Building T project. The two tied low bidders had the opportunity to revise their bids on Friday, June 19<sup>th</sup>, 2020 at 9:00am. The low qualified bidder was MG Mechanical Contracting, Inc., in the Base Bid amount of \$150,260. The Bid includes the project contingency amount.

We contacted MG Mechanical Contracting, Inc. and they have confirmed their bid. The project requirements were reviewed and MG Mechanical Contracting, Inc. demonstrated an understanding of the scope of work and project time line. MG Mechanical Contracting, Inc. has performed on numerous ARCON and Triton College projects with favorable results.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Welding Fume Extraction at Building T project to the low qualified bidder, MG Mechanical Contracting, Inc. in the Base Bid and Contingency amount of \$150,260.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,  
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitello". The signature is written in a cursive, flowing style.

Gaspare P. Pitello, ALA  
Associate Principal

Attachments

GPP/rac  
J:\Triton College\20057 Welding Fume Extraction - Building T\1 Docs\Corr\200571001 .wpd

Project: Welding Fume Extraction - Building T

Owner: Triton College

Project No.: 20057

Bid Date/Time: Thursday, June 11, 2020 @ 2:15 P.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	NOTES
1	Premier Mechanical, Inc.	x	x	\$206,800.00	
2	Quality Contreol System, Inc.	x	x	\$166,100.00	
3	Amber Mechanical Contractors, Inc.	x	x	\$239,000.00	
4	MG Mechanical Contracting, Inc.	x	x	\$156,200.00	Bid Revised Below
5	Edwin Anderson Construction, Co.	x	x	\$156,200.00	Bid Revised Below
11571159	MG Mechanical Contracting, Inc.	x	x	\$150,260.00	Revised
11571159	Edwin Anderson Construction, Co.	x	x	\$152,900.00	Revised