



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, January 23, 2018

- I. CALL TO ORDER** January 23, 2018 at 6:30 p.m.
Boardroom – A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LIV**
[Minutes of the Regular Board Meeting of December 19, 2017, No. 10](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS** – Employee Groups
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. [Board Policy – Second Reading](#)
[Human Resources 4146 Americans With Disabilities Act](#)
 - B. [Action Exhibits](#)
 - [16044 Budget Transfers](#)
 - [16045 Certificate of Final Completion and Authorization of Final Payment –
Math Lab Electrical Design Build](#)
 - [16046 Certificate of Final Completion – CCTV System Upgrade Phases 3 & 4](#)
 - [16047 Certificate of Final Completion – Science Lab Emergency Gas Shutoff](#)

[16048 Renaming of Strieby Drive](#)

[16049 Professional Services Agreement with Dorgan, Butcher & Phelps LLC](#)

[16050 Agreement with Rosemont Theatre](#)

[16051 Increase in Contractual Tuition for Courses Offered for IUOE Local 399
Educational Training Fund](#)

[16052 Purchase Agreement with Educational Testing Services](#)

[16053 Delta-Sonic, Inc. Lease Agreement](#)

C. [Purchasing Schedules](#)

D. [Bills and Invoices](#)

E. [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

F. [Human Resources Report](#)

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:54 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Dafne Henriquez, Mr. Glover Johnson, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Jay Reyes, Mr. Mark Stephens, Ms. Diane Viverito.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve the minutes of the Special Board Meeting of November 2, 2017, the Board Committee of the Whole Meeting of November 21, 2017, the Regular Board Meeting of November 21, 2017, and the Board Retreat of November 21, 2017. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

No reports, but best wishes were sent for the holidays.

STUDENT SENATE REPORT

Ms. Henriquez wished everyone a Merry Christmas.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee reviewed all of the items pertaining to academic and student affairs.

Finance/Maintenance & Operations

Ms. Peluso reported that the committee reviewed and forwarded all new business items and purchasing schedules.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore noted that the Wrestling and Basketball Teams will be celebrating their 50th anniversaries this year with a variety of different events. She reported that twenty-seven new nurses graduated this semester and were recognized at a Nursing Pinning Ceremony on December 14. Also in December, approximately one hundred Boy Scouts were on campus to earn badges through an event held cooperatively with the Cernan Center and academic areas.

President Moore discussed the comparative budgeting process for FY 19, noting that proposed budget presentations by Cost Center Managers and area leaders have just concluded.

CHAIRMAN'S REPORT

Chairman Mark Stephens wished everyone a Merry Christmas and Happy New Year.

NEW BUSINESS

BOARD POLICY – First Reading

Human Resources

4146 Americans With Disabilities Act

Chairman Stephens asked the Board to review this proposed policy in anticipation of it coming for approval in January.

ACTION EXHIBITS

16033 Budget Transfers

Ms. Peluso made a motion to approve the Budget Transfers, seconded by Ms. Viverito. Voice vote carried the motion unanimously.

16034 2017 Tax Levy

Chairman Stephens asked if the College has determined the estimated amount to be raised by taxation. Vice President of Business Services Sean Sullivan replied that in accordance with the FY 2018 Budget approved by the Board of Trustees in September, the College has determined that the estimated amount of money to be raised by taxation, prior to the county extension and exclusive of election costs for tax year 2017 is \$26,719,994. The proposed 2017 tax levy represents a 0 percent increase by the Board of Trustees over the 2016 extended aggregate tax levy. The proposed flat levy, plus the county extension, will provide the College with a portion of the financial resources necessary to support the educational plan for the current fiscal year as presented in the FY 2018 Budget as approved by the Board of Trustees in September of 2017. Chairman Stephens stated that the Board of Trustees hereby accepts the proposed 2017 tax levy, subject to the Cook County extension and as presented without increase by the Board over the 2016 extended levy, subject to approval during this meeting.

Ms. Peluso made a motion to approve the 2017 Tax Levy, seconded by Ms. Viverito. Voice vote carried the motion unanimously.

16035 Certification of Compliance with Truth in Taxation Act

Ms. Peluso made a motion to approve the Certification of Compliance with Truth in Taxation Act, seconded by Ms. Viverito. Voice vote carried the motion unanimously.

16036 Resolution Abating Taxes Levied for Debt Service on Series 2014 & 2015 General Obligation Bonds

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve the Resolution Abating Taxes Levied for Debt Service on Series 2014 & 2015 General Obligation Bonds.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Henriquez, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

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

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

- 16037 Certificate of Final Completion and Authorization of Final Payment – Early Childhood Center Renovation**
- 16038 Certificate of Final Completion and Authorization of Final Payment – Campus Entry Security Upgrades Buildings G & J**
- 16039 Release of College Property – Classroom Furniture**
- 16040 Titles for Library Removal/Weeding**
- 16041 College Curriculum Committee Recommendations**
- 16042 Intergovernmental Agreement with Village of River Grove – Confirmation of Board Poll**
- 16043 Partial Waiver of Fee Request for AC Delco Training**

Ms. Peluso made a motion to approve these Action Exhibits, seconded by Ms. Viverito. Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

B40.10 Building M Chiller Replacement

B40.11 Districtwide Combined Schedule of Classes – Summer 2018

Ms. Peluso made a motion to approve the Purchasing Schedules, seconded by Mr. Reyes. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Ms. Peluso made a motion, seconded by Mrs. Potter, to pay the Bills and Invoices in the amount of \$941,291.76.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Henriquez, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

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

CLOSED SESSION

Ms. Peluso made a motion to go into 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, seconded by Ms. Viverito

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Henriquez, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:05 p.m.

RETURN TO OPEN SESSION

Ms. Peluso made a motion to return to Open Session, seconded by Mr. Reyes.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Henriquez, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:48 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.3.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 2 and 3 of the Human Resources Report, items 2.1.01 through 2.8.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve page 4 of the Human Resources Report, items 3.1.01 and 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve pages 5 through 7 of the Human Resources Report, items 4.1.01 through 4.9.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve page 8 of the Human Resources Report, items 5.1.01 and 5.2.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 9 through 11 of the Human Resources Report, items 6.1.01 through 6.5.03. Voice vote carried the motion unanimously.

7.0 Other

No action on page 12.

ADJOURNMENT

A motion was made by Ms. Viverito to adjourn the meeting, seconded by Ms. Peluso. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:50 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 January 23, 2018

POLICY NO. 4146

First Reading _____

Second Reading X

TITLE: AMERICANS WITH DISABILITIES ACT

PURPOSE: To adopt a Board policy consistent with the requirements of the Americans with Disabilities Act.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens	Diane Viverito	Date
Chairman	Secretary	

Related forms requiring signature: Yes _____ No X

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

HUMAN RESOURCES

AMERICANS WITH DISABILITIES ACT

POLICY 4146

Page 1 of 3

ADOPTED:

Triton College is committed to providing equal access and opportunities to job applicants and employees with qualified disabilities, including employees returning from a sick leave or medical leave. Triton College prohibits discrimination on the basis of disability in the application process and throughout the employment relationship. It is the policy and practice of the College to comply with the Rehabilitation Act, the Americans with Disabilities Act, as well as with applicable state and local laws prohibiting discrimination on the basis of a disability. Triton College provides reasonable accommodations on a case-by-case basis to ensure that no otherwise qualified individual will be excluded from employment on the basis of a disability.

Job applicants and employees with a disability recognized by law are entitled to a reasonable accommodation on a case-by-case basis if one is needed to enable the person to apply for a job, perform the essential or marginal functions of a job, or return to work following a sick leave, medical leave or leave following pregnancy and/or childbirth. In general, a disability is defined as a physical, mental, medical, or psychological impairment that substantially limits a major life activity or that prevents the exercise of a normal bodily function, a record of such impairment, or a condition regarded by others as an impairment.

A reasonable accommodation includes, but is not limited to, providing an accessible workplace, acquiring or modifying equipment, modifying work schedules, modifying examinations and training materials, and providing qualified readers or interpreters for the vision and hearing impaired. Reasonable accommodations do not include lower performance standards, permanent changes to the essential functions of the job, or items for personal use or convenience. The College is obligated to provide a "reasonable" accommodation, which may not be the one requested. The process of identifying and providing a reasonable accommodation is an interactive process, with outcomes determined on a case-by-case basis.

The College is not obligated to provide an accommodation if it would impose an undue hardship on the College, or if the individual requesting the accommodation poses a direct threat to the safety to self or to others. Undue hardship refers to only to financial difficulty, but also to reasonable accommodations that are unduly extensive, substantial or disruptive, those that would fundamentally alter the nature or operation of the College, or would unduly have a negative impact upon the stated mission of the College.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

HUMAN RESOURCES

AMERICANS WITH DISABILITIES ACT

POLICY 4146

Page 2 of 3

ADOPTED:

Establishing Eligibility

A job applicant or employee who has requested a reasonable accommodation must provide certain information to the College from an appropriate health care professional. In general, the information provided must be sufficient to substantiate that the individual has a disability and requires a reasonable accommodation. The information provided must describe, among other things, the nature, severity and duration of the impairment, the job functions that the impairment limits, the extent to which the impairment limits the individual's ability to perform the essential or marginal functions of the job, and substantiate why the requested reasonable accommodation is needed in each particular case. The cost of obtaining and providing this information to the College is the responsibility of the job applicant or employee, including employees returning from a sick leave or medical leave.

If the job applicant or employee provides incomplete or inadequate information to substantiate the disability or the need for the requested accommodation, the College may, at its discretion, require the job applicant or employee to provide additional information at the expense of the applicant or employee, or require an examination by an appropriate health care provider selected by the College and at the expense of the College.

The need for a reasonable accommodation may, and often does, change. Therefore, a job applicant or employee who receives a reasonable accommodation may be required to establish the continued eligibility for an accommodation annually, or more frequently, as may be appropriate in the reasonable opinion of the College.

Reasonable Accommodation Process

Step 1: To request a reasonable accommodation for a disability, a job applicant or employee, including an employee who is fit for duty and returning from a sick leave or medical leave, should contact the Associate Vice President of Human Resources, at 708-456-0300, ext. 3743.

Step 2: The job applicant or employee must provide certain information from an appropriate health care professional demonstrating eligibility for a reasonable accommodation. The College can ask, but not require, that the accommodation request be in writing, and if the request is not in writing, the College may confirm back to the employee or job applicant what the College understands the request to be.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

HUMAN RESOURCES

AMERICANS WITH DISABILITIES ACT

POLICY 4146

Page 3 of 3

ADOPTED:

Step 3: The request for a reasonable accommodation, including supporting documentation and information, will be reviewed by the Associate Vice President of Human Resources, the vice President of Business Services and other college personnel such as the College Nurse, as may be appropriate. The determination of a reasonable accommodation is made on a case-by-case basis. In order to evaluate the information provided by the job applicant or employee, and a health care provider, the College may, to the extent permitted by law, consult with the individual's health care providers as well as College medical professionals and other College personnel as may be necessary. At reasonable intervals, and in order to further the case-by-case application of the interactive process, the College will apprise the individual of the status of the review of the request for a reasonable accommodation.

Step 4: If accommodations other than the one requested by the job applicant or employee are determined by the College to be reasonable, the College will, as may be appropriate, consider the job applicant's or employee's preference. The ultimate selection of the reasonable accommodation to be implemented, however, will be made by the College based upon the case-by-case review of the essential and marginal functions of the job and the documentation and information provided. If accommodations have been provided following a return from sick leave or medical leave or due to any other short term or temporary disability, those accommodations may be considered temporary until such time as the employee or applicant is sufficiently recovered to return to the usual and customary marginal and essential job tasks without accommodation. The need for continued accommodations will be addressed by the College and employee or applicant at appropriate intervals.

Confidentiality

Confidential information obtained, reviewed, and prepared in connection with a request for a reasonable accommodation will be maintained separately from the job applicant's or employee's other employment records and shall be maintained as confidential information. Confidential information shall not be disclosed to any individual except on a need to know basis or as may be required by law.

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

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16044

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.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<hr/> Mark R. Stephens Chairman	<hr/> Diane Viverito Secretary	<hr/> Date
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Related forms requiring signature: Yes _____ No X

**PROPOSED BUDGET TRANSFERS - FY 2018
FOR THE PERIOD 12/1/17 to 12/31/17**

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Biological Science	01-10101510-550300010
2	Social Science	01-10102045-550100010
3	English	01-10102510-550200005
4	Auto Technology	01-10300515-540900505
5	PD-Program Development	01-20400530-580600005
6	General Institutional	01-80600525-510900010

TO		
AREA	ACCT #	AMOUNT
Science	01-10101565-540600010	\$ 186.00
Social Science	01-10102045-540600010	20.00
English	01-10102510-540600010	1,500.00
Auto Technology	01-10300515-550100005	2,200.00
PD-Program Development	01-20400530-540100210	22,000.00
Dean, Enrollment Services	01-30200520-510200010	15,000.00
TOTAL EDUCATION FUND		\$ 40,906.00

FROM		
ID#	AREA	ACCT #
BUILDING FUND		
7	Maintenance of Plant	02-70100540-530400010

TO		
AREA	ACCT #	AMOUNT
Construction	02-70900501-580400016	\$ 99,840.00
TOTAL BUILDING FUND		\$ 99,840.00

FROM		
ID#	AREA	ACCT #
AUXILIARY FUND		
8	Athletics	05-60400505-590900000
9	Athletics	05-60400505-590900000
10	Cernan Earth & Space Center	05-60900505-550200005

TO		
AREA	ACCT #	AMOUNT
Men's Basketball	05-60401015-530900010	\$ 2,210.00
Women's Basketball	05-60401030-530900010	910.00
Cernan Earth & Space Center	05-60900505-540600005	600.00
TOTAL AUXILIARY FUND		\$ 3,720.00

TOTAL PROPOSED BUDGET TRANSFERS	\$ 144,466.00
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Budget Transfer Form**Dollar Amount**

\$186.00

Object Code Description**From what Budget Account**

01 - 10101510 - 550300010

Professional Development-Out of State

To what Budget Account

01 - 10101565 - 540600010

Publications & Dues

Is this a Grant?Yes No
[] [X]**Grant Accountant?**Yes No
Include Attachment? [] [X]**Rationale**

Faculty contractual professional development funds are initially budgeted on the department's out-of-state travel line with the understanding that funds will be transferred to other appropriate expenditure lines as needed.

Funds transferred will be used to pay for membership dues.

Required Signatures**Requestor**Decolligned by:
Missy Cabrera

11/2/2017

Cost Center ManagerDecolligned by:
Gabe Gargman

11/16/2017

Associate Dean (If Applicable)**Dean (If Applicable)**Decolligned by:
Vina L.

11/16/2017

Associate Vice PresidentDecolligned by:
Cheryl Antonich

11/28/2017

Area Vice PresidentDecolligned by:
Delra Baker

11/28/2017

BUSINESS OFFICE APPROVALS**Grant Accountant:** _____**Asst. Director of Finance** _____**Exec. Director of Finance:** _____**AVP of Finance:** @ **VP of Business Services:** [Signature] 11/28/17 **Entered by:** B3441 DS 11/30/17

Budget Transfer Form

Dollar Amount

\$20

Object Code Description

From what Budget Account

01 - 10102045 - 550100010

Soc Sci Meeting Exp Prof Dev

To what Budget Account

01 - 10102045 - 540600010

Soc Sci Prof Dev Pubs and Dues

Is this a Grant?

Yes
()No
(X)

Grant Accountant?

Include Attachment? Yes () No (X)

Rationale

The transfer of these funds will not negatively impact the ability of full time faculty to pay for registration costs associated with upcoming academic travel. The funds are needed to cover the cost of renewal for a full time faculty's membership in OAH for 2018.

Required Signatures

Requestor

DocuSigned by:

Bill Decker

12/19/2017

Cost Center Manager

DocuSigned by:

Bill Decker

12/19/2017

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Kevin Li

12/19/2017

Associate Vice President

DocuSigned by:

Cheryl Bowser-Antonich

12/19/2017

Area Vice President

DocuSigned by:

Debra Baker

12/19/2017

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B3454 DS 12/20/17

Budget Transfer FormDollar Amount \$1500**Object Code Description**

From what Budget Account

01 - 10102510 - 550200005

English:Travel- In State

To what Budget Account

01 - 10102510 - 540600010

English:Prof Dev-Publications & Dues

Is this a Grant? ☐ Yes ☒ No
 Grant Accountant?

Include Attachment? ☐ Yes ☒ No

Rationale

Dr. Flaherty, Chairman of English Dept., requests that additional funds be provided to the English Pro Dev-Publications & Dues budget line from the English Travel In State budget line.

Required Signatures

Requestor

DocuSigned by:
Diane Hope

12/13/2017

Cost Center Manager

DocuSigned by:
Dr. Michael Flaherty

12/13/2017

Associate Dean (If Applicable)

DocuSigned by:

Dean (If Applicable)

Kevin Li

12/13/2017

Associate Vice President

DocuSigned by:

Cheryl Bowser-Antonich

12/13/2017

Area Vice President

DocuSigned by:

Anita C. Bell

12/14/2017

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by:

B3450D 5/2/18/17

Budget Transfer Form

Dollar Amount

\$2,200.00

Object Code Description

From what Budget Account

01 - 10300515 - 540900505

Other Materials & Supplies

To what Budget Account

01 - 10300515 - 550100005

Meeting Expense

Is this a Grant?

Yes
[]No
[X]

Grant Accountant?

Include Attachment? Yes [] No [X]

Rationale

Please transfer \$2,200.00 from Automotive Other Materials & Supplies to Automotive Meeting Expense. Automotive Meeting Expense does not have enough money to cover the invoice for the High School Instructor Seminar and for the department advisories.

There is enough money left in Other Materials & Supplies to cover all the other additional supplies for the fiscal year.

Required Signatures

Requestor

DocuSigned by:

Sandy Porumba

12/6/2017

Cost Center Manager

DocuSigned by:

Stewart Sikora

12/13/2017

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Henry Bolake

12/13/2017

Associate Vice President

DocuSigned by:

Cheryl Antonick

12/13/2017

Area Vice President

DocuSigned by:

Alvin Q. B.

12/14/2017

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____ 12/14/17

Entered by: B3449DS 12/18/17

<u>Budget Transfer Form</u>			
Dollar Amount	\$22000.00		
	Object Code Description		
From what Budget Account	01 - 20400530 - 580600005	Program Development: Equipment-Instructional >5K	
To what Budget Account	01 - 20400530 - 540100210	Instructional Supplies	
Is this a Grant?		Yes ()	No (x)
Grant Accountant?		Include Attachment? Yes () No (x)	
Rationale			
Transfer from Program Development: Equipment-Instructional >5K to Program Development: Instructional Supplies is needed to fund Non-Capital Equipment purchases. There is enough money in the Program Development: Equipment-Instructional >5K to fund the remainder of the fiscal year.			
Required Signatures			
Requestor	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> Missy Cabrera </div> 12/11/2017		
Cost Center Manager	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> Beth Cliffl </div> 12/11/2017		
Associate Dean (If Applicable)			
Dean (If Applicable)	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> M. L. </div> 12/12/2017		
Associate Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> Cheryl Antonich </div> 12/12/2017		
Area Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> Debra Baker </div> 12/19/2017		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____			
Asst. Director of Finance _____			
Exec. Director of Finance: _____			
AVP of Finance: _____			
VP of Business Services: _____			
		Entered by: B3455 DS 1/3/18	

Budget Transfer Form

Dollar Amount

\$15,000.00

Object Code Description

From what Budget Account

01 - 80600525 - 510900010

General Institutional : Salary Lapse

To what Budget Account

01 - 30200520 - 510200010

Dean, Enrollment Services : Part-Time

Is this a Grant?
Grant Accountant?Yes No
[] [X]Yes No
Include Attachment? [] [X]**Rationale**

Transfer from General Institutional : Salary Lapse to Dean, Enrollment Services : Part-Time is needed to fund the Enrollment Outreach Specialist position. There is enough money in General Institutional : Salary Lapse to fund the position.

Required Signatures

Requestor

 Digitally signed by: Danielle Stephens
 11/30/2017

Cost Center Manager

 Digitally signed by: Garrick Abney
 11/30/2017

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

 Digitally signed by: Sean Sullivan
 11/30/2017

Area Vice President

 Digitally signed by: Mary Rita Moore
 11/30/2017
BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B3442.DS 11/30/17

Budget Transfer Form

Dollar Amount \$99,840.00

From what Budget Account 02 - 70100540 - 530400010 Object Code Description Maintenance Plant: Maintenance Services

To what Budget Account 02 - 70900501 - 580400016 Construction : M Chiller Replacement

Is this a Grant? Yes No Include Attachment? Yes No
☐ ☐ ☒ ☐ ☐ ☒

Grant Accountant?

Rationale

Funds are needed for the M Chiller Replacement Project in the Construction : M Chiller Replacement account.
 There are fewer expenses than anticipated in the Maintenance of Plant : Maintenance Services account

Required Signatures

Requestor

DocuSigned by:
Mike Welsh 12/1/2017

Cost Center Manager

DocuSigned by:
[Signature] 12/1/2017

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
[Signature] 12/1/2017

Area Vice President

DocuSigned by:
Sean Sullivan 12/7/2017

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: [Signature]VP of Business Services: [Signature] 12/1/17Entered by: B3446 DS 12/11/17

Budget Transfer Form

Dollar Amount

\$2,210

Object Code Description

From what Budget Account

05 - 60400505 - 590900000

Athletics other Expenditures

To what Budget Account

05 - 60401015 - 530900010

Other Contractual

Is this a Grant?

Yes

No

[]

[X]

Grant Accountant?

Include Attachment?

Yes

No

[]

[X]

Rationale

More money needed in men's basketball other contractual to pay for officials for the remainder of the regular season. Money from other expenditures needs to be moved to the account where it will be used.

Required Signatures

Requestor

Designed by:

Harry McGinnis

12/13/2017

Cost Center Manager

Designed by:

Harry McGinnis

12/13/2017

Associate Dean (If Applicable)

Dean (If Applicable)

Designed by:

Cory Williams

12/13/2017

Associate Vice President

Designed by:

Jessica Kubalaba

12/13/2017

Area Vice President

Designed by:

Dana Be

12/13/2017

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3447 DS 12/13/17

Budget Transfer Form**Dollar Amount**

\$910.00

Object Code Description**From what Budget Account**

05 - 60400505 - 590900000

Athletics Other Expenditures

To what Budget Account

05 - 60401030 - 530900010

Other Contractual

Is this a Grant?Yes
()No
(X)**Grant Accountant?****Include Attachment?**Yes
()No
(X)**Rationale**

More money needed in women's basketball other contractual to pay for officials for the remainder of the regular season. Money in other expenditures needs to be moved to the account where it will be used.

Required Signatures**Requestor**

DocuSigned by:

Harry McGinnis

12/13/2017

Cost Center Manager

DocuSigned by:

Harry McGinnis

12/13/2017

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:

Guy M. W.

12/13/2017

Associate Vice President

DocuSigned by:

Jessica Kubalcaba

12/13/2017

Area Vice President

DocuSigned by:

D. J. Wells

12/13/2017

BUSINESS OFFICE APPROVALS**Grant Accountant:** _____**Asst. Director of Finance** _____**Exec. Director of Finance:** _____**AVP of Finance:** _____**VP of Business Services:** _____**Entered by:** B3448 DS 12/13/17

Budget Transfer Form

Dollar Amount

\$600.00

Object Code Description

From what Budget Account

05 - 60900505 - 550200005

travel in state

To what Budget Account

05 - 60900505 - 540600005

publications and dues

Is this a Grant?
Grant Accountant?Yes
() No
(X)Include Attachment? Yes
() No
(X)**Rationale**

We pay annual dues to Visit Oak Park for marketing purposes.

By joining the Association of Science and Technology Centers (ASTC.org), we will be included on their website and their widely distributed passport list. People coming to Chicago will see us listed along with those guys on the lake. Visitors with a membership card from another ASTC institution will get a discount, but we'll get their attendance and store sales.

This will become an annual expense.

Required Signatures

Requestor

DocuSigned by:

Kris McCall

12/12/2017

Cost Center Manager

DocuSigned by:

Garry Abeyetian

12/12/2017

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Garry Abeyetian

12/12/2017

Area Vice President

DocuSigned by:

Sean Sullivan

12/19/2017

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by: B3452 DS 12/20/17

TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16045

SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF FINAL PAYMENT FOR THE MATH LAB ELECTRICAL DESIGN BUILD

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion and Final Pay Application of \$11,323.75 for the Math Lab Electrical Design Build.

Total construction cost was \$226,475.00.

RATIONALE: Operations & Maintenance has reviewed the Certificate of Final Completion, Final Waivers of Lien, and Final Payment Application. Original contract amount was \$226,600.00, total construction cost was \$226,475.00. This project came in \$125.00 under budget.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u> </u> Date
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Related forms requiring signature: Yes X No

Certificate of Final Acceptance

Project:

Math Lab Electrical Design Build
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: Triton College**Contractor:**

Courtesy Electric, Inc.
6535 N. Olmsted Ave.
Chicago, IL 60631

Contract Date: 6/20/2017**Date of Issuance:** 1/23/2017**Project or designated portion shall include:** Entire Project – no exceptions.

This is to certify that the work contained in the subject contract has been inspected by the parties listed below, that all punch list items have been completed, that the contractor has fulfilled all his contractual obligations, guarantees accepted and is hereby authorized to receive final payment in full, including all retainage.

SIGNATURES

Contractor Courtesy Electric, Inc.**By**

Matthew Ryan

Date12/7/17**Owner** Triton College**By**

John Lambrecht

Date12-12-17**Owner** Triton College**By**

Mark Stephens
Board Chairman

DateJanuary 23, 2018

TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16046

SUBJECT: CERTIFICATE OF FINAL COMPLETION
CCTV SYSTEM UPGRADE PHASES 3 & 4

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion for the FY 2014 and FY 2015 Life Safety Project "CCTV System Upgrade Phases 3 & 4. Total Construction was \$600,000; (\$300,000 per Phase) (ICCB Projects 2281-1113 & 2357-1114).

RATIONALE: Arcon Associates, Inc. has reviewed the Certificates of Final Completion. Approved construction budget was \$300,000 for each Phase. The CCTV System Upgrade included video camera replacements, new IP cameras, and additional fob access security doors and control systems throughout campus. Actual total construction cost was \$600,000.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u> </u> Date
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Related forms requiring signature: Yes X No

State and Locally Funded Projects
Statement of Final Completion

ICCB Project Title CCTV STYTEM UPGRADE PHASE 3
ICCB Project # ICCB Project 2281-1113

Name and address of architect/engineer providing the Statement of Final Completion:

Final cost and scope of the project:

Approved Budget \$300,000.00 Actual Cost \$300,000.00

Approved Scope: Actual Scope:

Classrooms	_____	_____
Laboratories	_____	_____
Offices	_____	_____
Study	_____	_____
Special Use	_____	_____
Support	_____	_____
Other	<u>CCTV System Upgrade Phase 3</u>	<u>CCTV System Upgrade Phase 3</u>
TOTAL NASF	_____	_____
TOTAL GSF	_____	_____

I have reviewed the originally approved construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.


Architect/Engineer's Signature

01.08.18
Date

001.020010
Illinois Registration or License Number

Mark Stephens, Chairman
District Official's Signature

January 23, 2018
Date



Protection, Health, and Safety Project
Statement of Final Construction Compliance
ICCB Project Title CCTV SYSTEM UPGRADE PHASE 3
ICCB Project # 2281-1113

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Arcon & Associates, Inc.
2050 Finley Road, Suite 40
Lombard, IL 60148

Final cost of the project:

Approved Budget \$300,000.00

Actual Cost \$300,000.00

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.



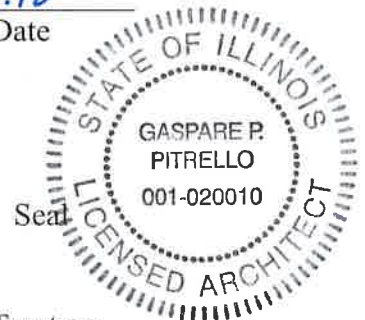
Architect/Engineer's Signature

001-020010

Illinois Registration or License Number

01.08.18

Date



Approved by the Triton College Board of Trustees

Date January 23, 2018

Signed _____, Chairperson
Mark Stephens

_____, Secretary
Diane Viverito

State and Locally Funded Projects
Statement of Final Completion

ICCB Project Title CCTV SYSTEM UPGRADE PHASE 4
ICCB Project # ICCB Project 2357-1114

Name and address of architect/engineer providing the Statement of Final Completion:

Final cost and scope of the project:

Approved Budget \$300,000.00 Actual Cost \$300,000.00

Approved Scope: Actual Scope:

Classrooms	_____	_____
Laboratories	_____	_____
Offices	_____	_____
Study	_____	_____
Special Use	_____	_____
Support	_____	_____
Other	<u>CCTV System Upgrade Phase 4</u>	<u>CCTV System Upgrade Phase 4</u>
TOTAL NASF	_____	_____
TOTAL GSF	_____	_____

I have reviewed the originally approved construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.


Architect/Engineer's Signature

01.08.18
Date

001.020010
Illinois Registration or License Number

Mark Stephens, Chairman
District Official's Signature

January 23, 2018
Date



Protection, Health, and Safety Project
Statement of Final Construction Compliance
ICCB Project Title CCTV SYSTEM UPGRADE PHASE 4
ICCB Project # 2357-1114

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Arcon & Associates, Inc.
2050 Finley Road, Suite 40
Lombard, IL 60148

Final cost of the project:

Approved Budget \$300,000.00

Actual Cost \$300,000.00

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.



Architect/Engineer's Signature

01.08.18

Date

001-020010

Illinois Registration or License Number



Approved by the Triton College Board of Trustees

Date January 23, 2018

Signed _____, Chairperson
Mark Stephens

_____, Secretary
Diane Viverito

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

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16047

**SUBJECT: CERTIFICATE OF FINAL COMPLETION
SCIENCE LAB EMERGENCY GAS SHUTOFF**

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion of the Science Lab Emergency Gas Shutoff portion of the FY2016 Life Safety Project. Total construction was \$40,000. (ICCB Project 2462-0616).

RATIONALE: Arcon Associates, Inc. has reviewed the Certificate of Final Completion. The approved construction budget was \$40,000. The Science Lab Emergency Gas Shutoff System included installation of a Gas Detection System monitoring Science Labs in the D Building equipped with gas valves. The actual construction cost was \$40,000.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u> </u> Date
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Related forms requiring signature: Yes X No

Protection, Health, and Safety Project
Statement of Final Construction Compliance
ICCB Project Title SCIENCE LAB GAS SHUTOFF
ICCB Project # 2462-0616

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Arcon & Associates, Inc.
2050 Finley Road, Suite 40
Lombard, IL 60148

Final cost of the project:

Approved Budget \$40,000.00

Actual Cost \$40,000.00

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.



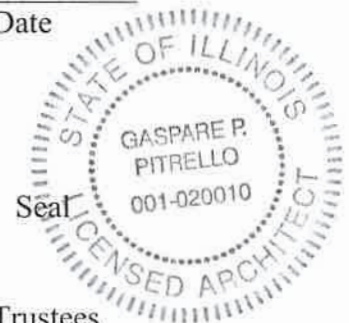
Architect/Engineer's Signature

001-020010

Illinois Registration or License Number

01.08.18

Date



Approved by the Triton College Board of Trustees

Date January 23, 2018

Signed _____, Chairperson
Mark Stephens

_____, Secretary
Diane Viverito

State and Locally Funded Projects
Statement of Final Completion

ICCB Project Title SCIENCE LAB GAS SHUTOFF
ICCB Project # ICCB Project 2462-0616

Name and address of architect/engineer providing the Statement of Final Completion:

Final cost and scope of the project:

Approved Budget \$40,000.00 Actual Cost \$40,000.00

Approved Scope: Actual Scope:

Classrooms	_____	_____
Laboratories	_____	_____
Offices	_____	_____
Study	_____	_____
Special Use	_____	_____
Support	_____	_____
Other	<u>Science Lab Gas Shutoff</u>	<u>Science Lab Gas Shut Off</u>
TOTAL NASF	_____	_____
TOTAL GSF	_____	_____

I have reviewed the originally approved construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Gaspare Pitrello
Architect/Engineer's Signature

01.08.18
Date

001-020010
Illinois Registration or License Number

Mark Stephens, Chairman
District Official's Signature

January 23, 2018
Date



TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16048

SUBJECT: RENAMING OF STRIEBY DRIVE

RECOMMENDATION: That the Board of Trustees approve the renaming of Strieby Drive between 1st Avenue and 5th Avenue to be hereafter known as Albert Bruno Way. There is minimal cost to the college (less than \$500) to make new street signs.

RATIONALE: In agreement of the sale for the purchase of 1701 River Road, Melrose Park, by Triton College from River Park Development Corporation (LLC), the Board of Trustees agreed to rename Strieby Drive to Albert Bruno Way (a/k/a Bruno Way). This renaming shall remain in place subject to terms and conditions of the Agreement for the Bargain Sale of Real Estate (page 17, paragraph m). This roadway remains a private drive owned by Triton College with limited access.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

_____ Mark R. Stephens Chairman	_____ Diane Viverito Secretary	_____ Date
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Related forms requiring signature: Yes _____ No X

September 26, 2017, Triton College Board Meeting
Action Item 16002
“Agreement for the Bargain Sale of Real Estate”

Page 17, Paragraph (m)

Buyer covenants, warrants, and agrees that, effective as of the Closing Date, it shall rename the private roadway running east and west and immediately north of and parallel to the north boundary line of the Land to Albert Bruno Drive. If at any time, in the reasonable opinion of the Triton College Board of Trustees, the Seller/Donor becomes the subject of public disrepute, contempt, or scandal that affects the Seller's/Donor's image or goodwill, and therefore is or could be in the Board's reasonable opinion tarnishing the reputation and name of the College, then the College may, upon written notice to Seller/Donor (his heirs and assignees), immediately suspend or terminate this Agreement of roadway naming hereunder.

TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16049

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH
DORGAN, BUTCHER & PHELPS LLC

RECOMMENDATION: That the Board of Trustees approve the professional services Agreement with Dorgan, Butcher & Phelps LLC to provide state legislative funding assistance, to review and monitor legislation before the Illinois General Assembly beneficial or harmful to Triton College. The Agreement will extend from January 1, 2018 until June 30, 2019, unless terminated by either party upon thirty (30) days written notice; its terms may be extended annually by mutual agreement of the authorized agents of both parties via electronic mail. The initial cost to the College for this Agreement is \$36,000 for each twelve (12) months of the Agreement. Fees will be paid on a monthly basis in the amount of \$3,000 per month as invoiced.

RATIONALE: The College's current Agreement with Dorgan-McPike and Associates Ltd. is expiring due to the retirement of Jim McPike. The firm is expanding to include Jake Butcher and Brandon Phelps. Dorgan, Butcher & Phelps LLC, under the expansion, will continue to provide quality legislative consulting services to Triton College. Dorgan, Butcher & Phelps LLC's bipartisan relationships and geographic diversity will continue to be of substantial legislative benefit to the College.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<hr/> Mark R. Stephens Chairman	<hr/> Diane Viverito Secretary	<hr/> Date
Related forms requiring signature: Yes <u> X </u> No <u> </u>		

Rider to
The Agreement between Triton College and Independent Contractor
Dorgan, Butcher & Phelps LLC
Dated: January 1, 2018

**The Agreement will extend from January 1, 2018 until June 30, 2019, unless terminated by either party upon 30 days written notice; its terms may be extended annually by mutual agreement of the authorized agents of both parties via electronic mail.

LETTER OF AGREEMENT

1. Scope of Engagement: Consultant hereby agrees to review and monitor legislation before the Illinois General Assembly which it considers or is advised, is of interest to the Client; to represent the Client before the Illinois General Assembly and State agencies, as well as committees of both the General Assembly and the Executive Branch with regard to legislation or other activity of interest to the Client; to meet with the Client's assigned legislative coordinator; to consult with authorized persons regarding the status of relevant legislation work or other activity of interest or concern to the client; and other services which may be mutually agreed upon by the parties herein.

2. Reporting: Consultant will provide written reports on Consultant's activities, progress, accomplishments, and/or any difficulties confronted during the Term as agreed to by the parties. Consultant will make itself available to meet with Client upon client's reasonable request to discuss progress and strategy related to the Services.

3. Expenses/Costs: Client will be required to pay all charges that Consultant incurs in the course of this representation, and will be responsible for reimbursing Consultant for any actual costs advanced on the Client's behalf. These charges include, but are not limited to, travel, airfare, lodging, meals, transportation, parking, automobile rental, copying, and lobbyist registration and compliance for Client and/or Consultant (if necessary). Client will not be responsible for any charge unless it has previously approved such expense.

4. Manner of Payment: Invoices will be submitted electronically to Client at email address provided by Client (ap@triton.edu) unless otherwise directed by Client. Client will submit payment by bank draft (check).

5. Status as Independent Contractor: This Agreement shall not constitute, create or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Consultant shall collaborate with Client on the performance of Services but shall assume sole responsibility for determining the manner and means of performance hereunder.

a. Ineligible for Employee Benefits: Consultant shall not be eligible for any benefit available to employees of Client, including, without limitation, workers compensation insurance,

state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

b. Payroll Taxes: No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant agrees to pay all state and federal taxes and other levies and charges due on account of monies paid to Consultant hereunder.

6. Proprietary Information: Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Client including, but not limited to, information concerning Client's operation, customers, business and financial condition, and business strategies, as well as information with respect to which Client has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Client agrees to identify Proprietary Information which must be kept confidential and Consultant hereby agrees not to disclose to anyone, or to use or let others access, for any purpose whatsoever, any Proprietary Information acquired in the course of performing under this Agreement without prior authorization from Client.



Agreement Between Triton College and Independent Contractor

Start date: 1 / 1 / 18
Maximum value: \$ 36,000
(annually)

This Agreement made this 1st day of January, 20 18, between Community College District No. 504 (hereinafter referred to as Triton College) located at 2000 Fifth Ave., River Grove, Ill. 60171 and Independent Contractor (hereinafter referred to as **Dorgan, Butcher, Phelps LLC**), located at 216 Broadway, Springfield, IL 62701

In consideration of the mutual promises of the parties hereinafter specified, it is agreed by the parties as follows:

- Independent Contractor shall perform the following services under this Agreement: **Provide lobbying and legislative assistance before the Illinois General Assembly, Illinois departments, agencies and commissions.**
- The location of the services to be performed shall be at the Triton College Campus, _____ (building and room number), 2000 Fifth Ave., River Grove, Ill.; or off-campus location, Springfield and Rosemont, Illinois
- Independent Contractor shall perform the services on: date(s) 1 / 1 / 18 to 6 / 30 / 19 and time(s) _____ to _____
- Triton College agrees to pay to Independent Contractor the amount of \$ 3,000/mo., which shall be paid within 60* days after the latest date specified in paragraph three above. (*60 days is standard.) Triton College may request detailed invoices of all work performed prior to the issuance of payment. Invoices shall be submitted within 10 business days of a request. Failure to submit requested invoices will delay the issuance of payment. Triton College shall have the right to review and request clarification of any invoice prior to issuance of payment.
- Independent Contractor 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 Independent Contractor, its officers, agents or employees under this Agreement.
- Independent Contractor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of Triton College for any purpose. Further, Independent Contractor expressly agrees that neither it, nor any of its employees, shall be entitled to or make a claim for any benefits that may be available to employees of Triton College, including but not limited to, SURS, pension, retirement, health, life or worker's compensation coverage. In the event a claim is made for any such benefits, Independent Contractor shall fully indemnify Triton College, its officers, trustees, employees and agents from all costs and responsibilities associated with the claim for benefits.
- Independent Contractor assumes full responsibility for the payment of all federal, state or local taxes incurred by Independent Contractor 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.
- Independent Contractor represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations hereunder in accordance with accepted industry standards and agrees to perform in accordance with accepted industry standards.
- In no event shall Triton College be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings. The entire liability of Triton College and Independent Contractor's exclusive remedy for breach of this contract shall not exceed the initial deposit paid to Independent Contractor which the parties acknowledge is an appropriate measure of liquidated damages and said amount shall not be construed as a penalty.
- 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, shall be resolved in the Circuit Court of Cook County, Illinois.
- Independent Contractor, pursuant to 720 ILCS 5/33E-11 as amended, hereby certifies that neither it nor any of its partners, officers or owners has been convicted in the past five years of the offense of bid rigging under 720 ILCS 5/33E-3 as amended; that neither it nor any of its partners, officers or owners has ever been convicted of the offense of bid rotating under Section 720 ILCS 5/33E-4 as amended; and that neither it nor any of its partners, officers or owners have ever been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.
- Independent Contractor does not discriminate on the basis of race, color, religion, creed, sex, national origin, ancestry, age, marital status, physical or mental handicap or an unfavorable discharge from military service or any other basis prohibited by law in the hiring, employment, promotion or training of personnel. Independent Contractor certifies that it is an equal opportunity employer.
- Independent Contractor certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- If Independent Contractor has more than 25 employees, Independent Contractor certifies that it provides a drug free workplace in compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- ~~Independent Contractor shall maintain liability insurance in minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate and shall name Triton College, its officers, agents, trustees and employees as additional insureds.~~
- The instruction rendered by the Independent Contractor under this Agreement shall not in any manner be used towards attaining tenure or seniority as a faculty member employed by Triton College.
- Time is of the essence of this Agreement.
- The use of the word "it" in this Agreement shall include the feminine or masculine, and the singular and plural, in reference to the parties to this Agreement.
- Assignment of this Agreement or assignment of any right or obligation contained herein by Independent Contractor is strictly prohibited.
- ~~There are 1~~ **There is 1** Riders to this Agreement. This Agreement and any riders attached hereto constitute the entire Agreement of the parties, and there are no other Agreements, representations or understanding, or written instruments between the parties with respect to the subject of this Agreement. No alteration, modification or amendment to this Agreement shall be valid unless in writing and signed by both parties.
- Any provision hereof which is construed by a court of competent jurisdiction to be illegal or unenforceable shall be reduced to the maximum time, area or scope necessary to render such clause legal and enforceable, or if same is incapable of being so reduced, such clause shall be deemed severed here from and shall not affect or impair the operability of any other provision of this Agreement.
- Either party may terminate the Agreement upon written notice to the other party with or without cause. In the event of termination by either party, the balance due shall be determined based upon work performed and approved by the College, in writing, prior to the effective date of termination. In the event of partial work, whether based upon days of work or project completion, any amount due shall be prorated based upon the percentage of the approved work completed prior to the effective date of termination.

In witness whereof, the parties have executed this Agreement upon the day and year first above written.

(PRINT OR TYPE ONLY)

Donna L. Peluso

Vice Chairwoman

Community College District No. 504 (Triton College) Representative

*Contract is not valid unless each page bears initials of contract manager.

Administrator _____

White-Contract Manager

Green-Business Office

Canary-Requisitioner

Pink-Vice President

Gold-Independent Contractor

Other _____

Dorgan, Butcher & Phelps LLC

Independent Contractor

Signature

216 Broadway, Springfield, IL 62701

Address

217/544-6500

Telephone

82-2715655

Social Security no. or FEIN

John M. Dorgan

Jack

@ dbpteam.com

Email address

Rev. Date 10/16

Must be completed in full for processing.

TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 23, 2018


ACTION EXHIBIT NO. 16050

SUBJECT: AGREEMENT WITH ROSEMONT THEATRE

RECOMMENDATION: That the Board of Trustees approve the rental agreement with Rosemont Theatre. This agreement will take effect upon the date of Board approval and will allow Triton use of the Rosemont Theatre on Saturday, May 19, 2018, for the commencement ceremony. Parking and post-event cleaning duties following the ceremony will be performed by the Rosemont Theatre's contracted vendor at no charge. This agreement will not exceed a maximum value of \$35,000.

RATIONALE: The College is in need of a larger auditorium space to hold our annual commencement ceremony in order to accommodate the needs of our graduates and their families. The Rosemont Theatre is a larger facility and will allow for enhancements to our ceremony.

Submitted to Board by: _____


(Vice President, Student Affairs)

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes ☒ No ☐



BOMARK CLEANING SERVICE, INC.
9501 W. DEVON, SUITE 703
ROSEMONT, ILLINOIS 60018
847 318-6010

January 10, 2018

Mr. Pat Nagle
Rosemont Theatre
5400 N. River Road
Rosemont, Illinois 60018

HAND DELIVERED

RE: Potential Use of Rosemont Theatre by Triton College

Dear Mr. Nagle:

It is my understanding that Triton College is in discussions with the Rosemont Theatre in Rosemont to hold the Triton commencement ceremony on Saturday, May 19, 2018 at the Rosemont Theatre. As you may know, I am the Chairman of the Board of Trustees at Triton College. Accordingly, should Triton College and the Rosemont Theatre reach an agreement to hold the commencement ceremony at your facility, Bomark Cleaning will perform all of our post-event parking and cleaning duties following the ceremony at no charge.

If you should have any questions, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to be 'Mark R. Stephens', written over a horizontal line.

Mark R. Stephens
Bomark Cleaning Services, Inc.

MRS/cjs

CC: Mary Rita Moore
President
Triton College



ROSEMONT THEATRE LICENSE AGREEMENT

This License Agreement is entered into this October 18, 2017 by and between the Village of Rosemont, (hereinafter referred to as the "Licensor"),

Triton College
2000 N. 5th Ave.
River Grove, IL 60171

and

(hereinafter referred to as the "Licensee").

W I T N E S S E T H:

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 2017
May 19, 2018 – 3:00pm

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 Licensors. 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 Licensors' insurance carriers.

(c) Licensors 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 May 19, 2018 for the purpose of conducting the SHOW/MEETING and shall end at approx. 7:00pm on May 19, 2018.

(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 May 19, 2018.

(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 May 19, 2018.

(d) The period which begins at 8:00am o'clock on May 19, 2018 and ends at 11:59pm o'clock on May 19, 2018 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 Licensors 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 Licensors and then, only if Licensee agrees to pay any costs and expenses incurred by Licensors in providing such access.

(g) Licensee shall indemnify and hold the Licensors 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 May 19, 2018, 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 May 2, 2018.

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 5:00pm o'clock on April 15, 2018.

(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.

<u>Sound Production:</u>	<u>included in rent</u>
<u>Light Production:</u>	<u>included in rent</u>
<u>Ushers:</u>	<u>included in rent</u>
<u>Stagehands:</u>	<u>included in rent</u>
<u>Projectionists:</u>	<u>included in rent</u>
<u>Electrician:</u>	<u>included in rent</u>
<u>Teamsters and Loaders:</u>	<u>included in rent</u>

Wardrobe:	N/A
Musicians:	N/A
Confetti Clean-up	\$500.00 (if needed)
Related Payroll Taxes:	included in rent
Security-Public Areas:	included in rent
Security-Backstage:	included in rent
Security-Overnight and other Special Security:	N/A
Telephone:	N/A
Hi Speed Internet Connection:	N/A
Additional Reimbursable Expenses:	TBD

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 May 19, 2018, 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 Licensors.

(c) Licensors 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 Licensors is the exclusive property of the Licensors and all revenues or other income received from such advertising space shall be the sole property of the Licensors.

(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) Licensors retain 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 Licensors file 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 Licensors 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 Licensors 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 Licensors 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 Licenser an amount equal to the reimbursable costs incurred by Licenser 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 Licenser an amount equal to the reimbursable costs incurred by Licenser 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) Licenser 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 Licenser 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 Licenser 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 Licenser 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 Licenser during any additional time used by Licensee under this Section.

(f) If Licenser 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 Licenser under this Agreement.

(g) If Licenser 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 Licensors and accepts in writing all of the obligations and duties of the Licensee under this Agreement.

(c) Licensors consent to any assignment or other transfer by Licensee shall not be deemed to be a consent by Licensors to any further assignment or transfer.

(d) Licensee shall not without Licensors 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) Licensors 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 Licensors 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 Licensors for all reimbursable costs incurred pursuant to Section 5 of this Agreement by Licensors 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 Licensors 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 Licensors.

AND

(2) Deny Licensee and Licensees 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 Licensees officers, agents, employees or independent contractors hired by the Licensee at Licensees expense or place such property in a public warehouse or other place of safe keeping at Licensees 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. 5th Ave.
River Grove, IL 60171
Attn: Dr. Doug Olsen

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, Licensors and Licensees 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: _____

TRITON COLLEGE, District 504
Board of Trustees

Meeting of: January 23, 2018

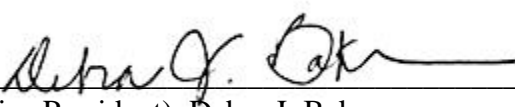
ACTION EXHIBIT NO. 16051

SUBJECT: INCREASE IN CONTRACTUAL TUITION FOR COURSES OFFERED FOR IUOE LOCAL 399 EDUCATIONAL TRAINING FUND

RECOMMENDATION: That the Board of Trustees approve the attached increase of tuition rates for Facilities Engineering Technology (FET) and other select courses offered by Triton College to the International Union of Operating Engineers Local 399 (IUOE) Educational Training Fund ("Fund"). The rates in this agreement will become effective spring semester 2018.

RATIONALE: Per the existing agreement between the parties in A/E #14805 (December 2011) the agreement between the College and the Fund can be negotiated annually. The new rates reflect increased costs to the college.

Submitted to Board by: _____


(Vice President) Debra J. Baker

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes _____ No X

Proposed increase in IUOE Local 399 ETF credit and noncredit tuition rates effective 2018:

Credit FET	Current Rates	Proposed 2018 Rates
FET 101	\$ 6,558.00	\$ 7,011.00
FET 105	\$ 6,558.00	\$ 7,011.00
FET 110	\$ 6,558.00	\$ 7,011.00
FET 115	\$ 6,558.00	\$ 7,011.00
FET 125	\$ 6,558.00	\$ 7,011.00
FET 135	\$ 6,558.00	\$ 7,011.00
FET 140	\$ 4,075.00	\$ 4,374.00
FET 201	\$ 2,833.00	\$ 3,014.00
FET 210	\$ 6,558.00	\$ 7,011.00
FET 215	\$ 6,558.00	\$ 7,011.00
FET 220	\$ 6,558.00	\$ 7,011.00
FET 225	\$ 6,558.00	\$ 7,011.00
FET 230	\$ 2,833.00	\$ 3,014.00
FET 250	\$ 2,833.00	\$ 3,014.00

Noncredit ARC/TEC	Current Rates	Proposed 2018 Rates
ACR E30	\$ 3,075.00	\$ 3,330.00
ACR E40	\$ 1,025.00	\$ 1,110.00
TEC E45	\$ 1,025.00	\$ 1,110.00
TEC E74	\$ 3,075.00	\$ 3,330.00
TEC E87	\$ 1,025.00	\$ 1,110.00
TEC E88	\$ 3,075.00	\$ 3,330.00

TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16052

SUBJECT: PURCHASE AGREEMENT WITH EDUCATIONAL TESTING SERVICES

RECOMMENDATION: That the Board of Trustees approve the agreement between Educational Testing Service (ETS) and Triton College, District 504 to purchase 100 units of WorkFORCE® Assessment for Career Development and WorkFORCE® Training for Career Development at a total cost of \$2,400.00.

RATIONALE: As part of the effort to enhance students' employability skills at Triton College, the Chairperson/Coordinator of the Health, Sport & Exercise Science Program and the Biotech Laboratory Technician Program will embed the new assessment tool and training modules into the program curriculum.

Submitted to Board by: _____



(Vice President) Debra Baker

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No

THIS AGREEMENT ("**Agreement**"), effective as of October 16, 2017 ("**Effective Date**") is by and between EDUCATIONAL TESTING SERVICE ("**ETS**"), a non-profit, non-stock corporation organized and existing under the Education Law of the State of New York, with principal offices located at Rosedale and Carter Roads, Princeton, NJ 08541, and Triton College, a non-profit corporation with a principal place of business located at 2000 Fifth Ave, River Grove, IL 60171 ("**Triton College**"). ETS and Triton College may be referred to herein individually as a "**Party**" and/or collectively as "**Parties**".

RECITAL

WHEREAS, ETS has developed an online adaptive behavioral assessment, and a behavioral training solution;

WHEREAS, in support of Triton College's students skill development (the "**Initiative**"), Triton College desires to purchase access codes ("**Product Access Codes**"). The Product Access Codes will provide individual access to the Products included in this agreement.

NOW THEREFORE, for good and valuable consideration, ETS and Triton College mutually agree as follows:

1. Definitions.

1.1 "Certificate of Completion" means the certificate which will be generated upon a participant's completion of all eight (8) modules of the online training component within the *WorkFORCE®* Program for Career Development.

1.2 "End User License Agreement" ("EULA") means ETS's then-current end user license agreement governing the use of, and access to any Product included in this agreement as amended from time to time by ETS, which each Test Taker will be required to agree to prior to ETS granting use of any Product included in this Agreement.

1.3 "Individual Assessment Report" means the individual report which will include results and assessment scores generated from a Test Taker's completion of any *WorkFORCE®* assessment.

1.4 "Intellectual Property Rights" means (i) copyrights and copyright applications, including any renewals, in either the United States or any other country; (ii) trademarks, service marks, trade names, trade dress, and applications or registrations for any of the foregoing in the United States or any other country; (iii) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; and (iv) patents, patent applications, continuations, divisionals, reexaminations, reissues, continuations-in-part, and foreign equivalents of the foregoing, in the United States or any other country.

1.5 "Product(s)" means the following ETS *WorkFORCE®* products:

A. "WorkFORCE® Assessment for Career Development" consists of an online, adaptive assessment especially designed to help support an individual's success by efficiently and accurately identifying the behavioral skills needed to train and develop for their role or future potential roles. The assessment is taken entirely online via a computer, laptop, *Apple® iPad®*, *Android®* or *smartphones*, and most tablets and mobile devices.

B. "WorkFORCE® Training for Career Development" consists of an eight module online behavioral training package that enables individuals to learn more about each behavioral competency evaluated within the *WorkFORCE®* Assessment for Career Development.

1.6 "Product Access Code" means one (1) unique access code used to access each Product referenced in this Agreement.

1.7 "Test Taker" means an individual that receives a Product Access Code from Triton College for use in accessing the Products included in this Agreement.

2. Purchase and Use of Product Access Codes.

2.1 Product Access Codes. ETS shall send the number of Product Access Codes electronically to Triton College for each Product ordered within five (5) business days for use within the United States. ETS shall be responsible for scoring the assessments completed by Test Takers.

2.2 Usage Term. Each Product Access Code is valid for twelve (12) months upon order ("**Access Period**"). Any Product Access Code made available by ETS is subject to the terms and conditions of this Agreement and may be used only once.

2.3 Use Restrictions.

- A.** The Product Access Codes and each Product shall be used by Triton College solely for the non-commercial purpose of providing the Test Taker with a job-related competency evaluation and career development training in furtherance of the Initiative.
- B.** Each Test Taker will be required to agree to be bound by the terms and conditions of the EULA prior to accessing any of the Products.
- C.** Each Product Access Code shall be used solely by a single Test Taker to access the Products associated with such Product Access Code.
- D.** Triton College shall employ appropriate security measures, including without limitation complying with all security related policies and instructions provided by ETS, to prohibit unauthorized use of the Product Access Codes and the Products
- E.** Results, reports, or any other information related to, or generated by, a Test Taker's access and/or use of any Products shall not be used (a) as a sole or as a significant measure to make current employment-related decision affecting such Test Taker's employment status, including, without limitation, the evaluation of employees or candidates for promotion or demotion; (b) as a sole or as a significant measure in determination of hiring of a Test Taker; or (c) in a manner that violates any applicable privacy law or regulation.
- F.** Triton College shall cooperate with ETS and provide all reasonable requested assistance to protect and enforce ETS' rights under this Agreement and the EULA, including, without limitation, reasonable assistance and cooperation at its own cost and expense in evaluating any suspected breach of the Agreement and/or the EULA by a Test Taker and in exercising ETS' rights and remedies with respect to any confirmed breach.

3. Ownership.

3.1 ETS Intellectual Property. As between the Parties, ETS shall be the sole and exclusive owner of all right, title and interest in and to: (a) all Intellectual Property Rights embodied in the assessment results; and (b) the following materials, information and technology, and all of the Intellectual Property Rights therein: (i) the *WorkFORCE®* Assessment for Career Development and the *WorkFORCE®* Training for Career Development (ii) responses and results provided by Test Takers in completing the *WorkFORCE®* Assessment for Career Development and the *WorkFORCE®* Training for Career Development; (iv) all materials, information and technology, and any Intellectual Property Rights owned or used by ETS or ETS affiliates (each of the foregoing (a) and (b) shall be referred to collectively as the "**ETS Intellectual Property**"). Any derivative works, modifications, enhancements or improvements to the ETS Intellectual Property developed by Triton College in connection with this Agreement shall, as between the Parties, be owned exclusively by ETS and be ETS Intellectual Property.

3.2 Triton College Intellectual Property. As between the Parties, Triton College shall retain all right, title, and interest in and to any technology, and any intellectual property rights therein, owned by Triton College as of the Effective Date or that has been created, discovered, developed or acquired by Triton College independently from this Agreement after the Effective Date.

4. Triton College Responsibilities.

4.1 Under the terms of this Agreement, Triton College is responsible for:

- A.** Carrying out its responsibilities hereunder in such manner as to respect and further the good reputation, professional standards, and image of ETS and applicable ETS Affiliates, the ETS name, and any and all trademarks, copyrights, logos, or any other intellectual or industrial property rights owned by or licensed to ETS or ETS Affiliates, as the case may be;
- B.** Distributing Product Access Codes for the Products to participants and using ETMS to obtain and distribute Individual Assessment Reports for those who have completed the assessment component of the Products and Certificates of Completion for those who complete the eight (8) module online training program within the *WorkFORCE®* Program for Career Development;

- C. Keeping and maintaining complete records to support and document the use of the Product Access Codes as provided under this Agreement;
- D. Training instructors who plan to use and implement any in-class components of the *WorkFORCE®* Program for Career Development, if necessary;
- E. Employing appropriate security measures, including without limitation complying with all security related policies and instructions provided by ETS, to prohibit unauthorized use of the Product Access Codes and the Products;
- F. Cooperating with ETS and providing all reasonable, requested assistance to protect and enforce ETS' rights under this Agreement and the EULA, including, without limitation, reasonable assistance and cooperation at its own cost and expense in evaluating any suspected breach of the Agreement and/or the EULA by a Test Taker, and in enabling ETS to exercise its rights and remedies with respect to any confirmed breach; and
- G. Providing first level of support for the Products to Test Takers. First level support shall include, without limitation, issues related to hardware and operational systems that prevent Test Takers from accessing and using Products. Triton College shall use commercially reasonable efforts to resolve any issues related to the access and use of the Products by Test Takers. In the event Triton College fails to resolve any issues using commercially reasonable efforts, Triton College shall refer the issue to ETS for resolution.

5. ETS Responsibilities.

5.1 Under the terms of this Agreement, ETS is responsible for:

- A. Training Triton College staff, and/or other who may be using and implementing the Products referenced in this Agreement;
- B. Providing access to ETS' robust reporting system (ETMS) which will enable Triton College staff to obtain Individual Assessment Reports for those who complete an assessment, Certificates of Completion for those who complete the eight (8) module online training program, monitor participant progress within the online training program, and access aggregate reports;
- C. Support, training and assistance, within reasonable timeframes, including consultation services and assistance in such matters, research, and development of operational procedures, systems/software operation and instructions; and
- D. Validation and data analysis of the assessment results, and other research services, at the discretion of ETS, to support Triton College.

6. Pricing; Payment.

6.1 Triton College shall pay to ETS TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) for 100 Product Access Codes to access *WorkFORCE®* Assessment for Career Development and *WorkFORCE®* Training for Career Development upon signing of the Agreement.

6.2 Triton College shall pay ETS on a monthly basis for the quantity of Product Access Codes ordered in the prior month based on the following prices:

Products	Price
<i>WorkFORCE®</i> Assessment for Career Development + <i>WorkFORCE®</i> Training for Career Development ("Bundle")	\$30
<i>WorkFORCE®</i> Assessment for Career Development only	\$15

6.3 There will be a standard 20% discount for any single order of 100 or more Bundles. This does not apply on the assessment only orders.

6.4 ETS shall prepare and send an invoice to Triton College at the beginning of each month for the quantity of Product Access Codes ordered the prior month.

6.5 Orders for Products within the package options shall be processed together.

6.6 In the event that any payments due to ETS are outstanding for over sixty (60) days, ETS may withhold making available any additionally requested Product Access Codes until payment in full of any outstanding balance.

6.7 Subject to change by written notice from ETS, within thirty (30) days of date of an invoice from ETS, Triton College shall submit the required payment either (i) through remittance by check or (ii) via electronic funds transfer, ACH method, according to the remittance instructions provided by ETS.

7. Taxes.

7.1 Triton College acknowledges that the *WorkFORCE*® Assessment for Career Development and *WorkFORCE*® Training for Career Development, will be used by Triton College in the United States (Only). Triton College is a tax exempt entity and shall provide ETS with reasonable evidence of its exemption from taxes. If a purchase is exempt from any otherwise applicable sales, use, privilege, excise, or other similar taxes arising as a result of or in connection with the transactions contemplated under this Agreement, ETS shall not charge Triton College such tax. To the extent ETS is required to collect such taxes from a tax-exempt purchaser under applicable law, ETS shall separately state the appropriate amount on its invoices to Triton College and identify the governmental authority whose tax is being charged. ETS shall be responsible for all other taxes including taxes based on ETS's own income.

8. Representations and Warranties.

8.1 Triton College represents and warrants as follows:

- A. that it has the full authority to enter into this Agreement;
- B. that any and all materials, information, documents, technology, and data provided by or on behalf of Triton College to ETS does not violate, misappropriate, or infringe any third party Intellectual Property Rights; and
- C. that it has not entered into, and will not during the Term enter into, any agreement, understanding, covenant or commitment that conflicts with any of the terms, conditions or obligations applicable to Triton College under this Agreement.

8.2 ETS represents and warrants as follows:

- A. that it has full authority to enter into this Agreement;
- B. that it will perform the services set forth in this Agreement in a commercially reasonable manner;
- C. that the *WorkFORCE*® Assessment for Cognitive Ability, the *WorkFORCE*® Assessment for Career Development, the *WorkFORCE*® Training for Career Development, and the *WorkFORCE*® Assessment for Career Interest, and the assessment results will not violate, misappropriate, or infringe upon any third party Intellectual Property Rights;
- D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ALL DELIVERABLES PROVIDED AND/OR SERVICES PERFORMED BY ETS HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ETS MAKES NO WARRANTIES OR REPRESENTATIONS, AND HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Confidentiality.

9.1 In performing this Agreement, a party may become aware of the other party's confidential or proprietary information (in any form) that relates to the other party's past, present, and future research,

development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential ("**Confidential Information**"). The ETS Intellectual Property will be considered the Confidential Information of ETS. Each receiving party will (a) not disclose, or allow to be disclosed, Confidential Information of the disclosing party to any person or entity, other than to such receiving party's employees, contractors, officers, or directors who have a need to know such Confidential Information in order to perform under this Agreement and are under a binding obligation of confidentiality with respect to any such Confidential Information; (b) not use Confidential Information of the disclosing party for any purpose other than to perform under this Agreement or exercise any right granted by this Agreement; and (c) exercise the same degree of care in protecting and maintaining the confidentiality of the disclosing party's Confidential Information that such receiving party exercises with its own Confidential Information, and in no event less than a reasonable degree of care. Each receiving party will be responsible for breaches of these obligations by such party's employees, contractors, officers and directors. Each party agrees and acknowledges that the terms and conditions of this Agreement are considered the other party's Confidential Information. Neither party may disclose the content of this Agreement without the prior written consent of the other party.

9.2 The obligation of confidentiality contained in this Agreement will not apply to information to the extent that the information: (a) is or becomes generally known or available through no fault of the receiving party; (b) is known by the receiving party prior to disclosure by the disclosing party and is not subject to any restrictions; (c) is independently developed or learned by the receiving party without reliance on the disclosing party's Confidential Information; (d) is lawfully obtained from a third party who has the right to make such disclosure without restriction; or (e) is required to be disclosed by the receiving party by order or regulation of a governmental agency or a court of competent jurisdiction, except that the receiving party will not make any such disclosure without first notifying the disclosing party and allowing the disclosing party a reasonable opportunity to seek, and reasonably assisting in the disclosing party in obtaining, injunctive relief from (or a protective order with respect to) the obligation to make such disclosure.

9.3 The receiving party acknowledges and agrees that the remedies at law for any breach of obligation of confidentiality contained in this Agreement are inadequate and that the damages resulting from any such breach are not readily susceptible to being measured in monetary terms. Accordingly, the receiving party acknowledges and agrees that upon any breach by it of the obligation of confidentiality contained in this Agreement, the disclosing party will be entitled to immediate injunctive relief and may obtain any order restraining any threatened or future breach from any court of competent jurisdiction. Nothing in this paragraph will be deemed to limit, in any way, the remedies at law or in equity of the disclosing party for a breach by the receiving party of any of the provisions of this Agreement.

10. Independent Contractor Status.

It is expressly understood that the relationship of ETS to Triton College is that of an independent contractor. This Agreement does not create any other relationship, whether partnership, joint venture, agency, or otherwise between the Parties.

11. Limitation of Liability.

EXCEPT TO THE EXTENT ARISING FROM A BREACH OF SECTION 3, (OWNERSHIP) SECTION 9 (CONFIDENTIALITY), SECTION 12 (INDEMNIFICATION), OR VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR (A) LOSS OF PROFITS, REVENUE, INFORMATION, DATA, SERVICE, OR USE OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) AN AMOUNT IN EXCESS OF THE AMOUNTS ACTUALLY RECEIVED BY ETS FROM Triton College UNDER THIS AGREEMENT.

12. Indemnification.

12.1 Indemnity. Each party (the "**Indemnifying Party**") agrees to indemnify, defend and hold the other party, its affiliates, subcontractors or end users, and each of their officers, employees and subcontractors (singularly or collectively, the "**Indemnified Parties**") harmless against any demand, claim, action, proceeding or losses, liabilities, damages and claims, and all related costs and expenses (including any and all legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) suffered or incurred by the Indemnified Parties arising out of or in connection with:

- A. the Indemnifying Party's breach of terms or of any obligations under this Agreement;
- B. any negligence, fraud, dishonesty or reckless or willful misconduct of the Indemnifying Party and/or any of its affiliates or personnel.

12.2 Employment Claims. Triton College shall indemnify, defend and hold ETS, ETS's affiliates, and their respective employees, directors, officers, principals, attorneys and agents harmless from and against any third party claims, demands, losses, damages or expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with: (a) any employment decision made with respect to any Test Taker including, without limitation, the evaluation of employees or candidates for employment, promotion or demotion; and (b) a violation of any applicable law, regulation, or agreement related to the privacy of any individual. ETS is not responsible for Triton College's use of test scores.

12.3 Indemnification Procedures. To receive the indemnities contained in this Section 12, the party seeking indemnification must promptly notify the other party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party will have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.

13. Term.

13.1 Unless terminated earlier pursuant to Section 14, this Agreement shall be and remain in full force and effect on and from the Effective Date for one (1) year and shall automatically renew for additional one (1) year periods ("**Term**").

13.2 In the event this Agreement expires or is terminated pursuant to Section 14, the Parties shall cease any and all use of any intellectual property owned by the other Party, and destroy or return to the disclosing party all Confidential Information by a secure method.

13.3 Any amount due under this Agreement prior to termination shall be immediately payable upon such termination. Payments made prior to termination pursuant to Section 14 are non-refundable.

13.4 The following sections of this Agreement shall survive the expiration or termination of this Agreement: Sections 1 (Definitions), 3 (Ownership), 8 (Representations and Warranties), 9 (Confidentiality), 11 (Limitation of Liability), 12 (Indemnification), 13 (Term), 14 (Termination), and 15 (Miscellaneous Provisions). Access to an individual Product or package activated prior to termination pursuant to Section 14.1A shall continue until the end of the Access Period.

14. Termination.

14.1 Either Party may terminate this Agreement hereunder:

- A. upon prior ninety (90) days' written notice to the other Party,
- B. immediately in the event a material breach of this Agreement remains uncured for thirty (30) days after receipt of written notice from the non-breaching Party sufficiently describing such breach and providing notice of intent to terminate; or
- C. if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

14.2 Effect of Termination. On expiration or termination of this Agreement, without limiting either Party's rights and remedies at law or in equity, the Parties shall have the following rights and obligations:

- A. Triton College shall immediately: (i) cease to display or use any intellectual property or signs, labels, logos, trademarks, copyrighted materials or other indications identifying Triton College in relation to ETS; (ii) cease all use of and deliver to ETS all printed materials, including advertising, promotional and instructional materials, and ETS Intellectual Property; (iii) deliver to ETS all Data and destroy all other data collected from Test Takers; (iv) cease all use of the *WorkFORCE®* Products referenced in this Agreement; (v) cease all use of and shall not reproduce in any form, any supplemental instructional or supportive materials, including but not limited to the *WorkFORCE®* Program for Career Development Instructor Guide; and (vi) cease all use of ETMS and delete/destroy ETS files and programs and any and all other files and programs used to

register Test Takers from all existing and active electronic databases, servers and computers and certify such deletion/destruction to ETS in writing; and

B. Each Party shall promptly return any of the other Party's Confidential Information or copies thereof held by it to the other Party, and, if applicable, shall erase all of the other Party's Confidential Information from its computer systems and shall certify in writing to the other Party that it has done so.

C. ETS shall have the right to deactivate any Product Access Codes ordered that have not been activated within three (3) months of effective termination or expiration date.

15. Miscellaneous Provisions.

15.1 Assignment. Except as permitted by this Section 15.1, this Agreement cannot be assigned by either Party without the prior written consent of the other Party, which will not be unreasonably withheld. Notwithstanding the foregoing, ETS may assign this Agreement to: (i) a subsidiary or affiliate of ETS; or (ii) as part of a sale of all or substantially all of the assets or equity of ETS.

15.2 Publicity/Use of Name and Logo.

A. Upon execution of this Agreement, ETS may issue a press release regarding the collaboration with Triton College hereunder. ETS agrees to provide a draft of such press release for Triton College' review and approval prior to its publication.

B. ETS shall have the right to reference the use of the Products referenced in this agreement or any materials or Products related thereto by Triton College in ETS's promotional and marketing materials in print, online, and in presentations to potential customers. ETS agrees to provide copies of such references to Triton College for review and approval prior to ETS's use. Triton College agrees to provide its approval or comments, within five (5) business days of receipt of copies of references to Triton College. If Triton College does not provide a response within five (5) business days, approval shall be deemed granted. The Parties understand and acknowledge that once Triton College has approved a particular reference by ETS, ETS shall not be required to seek additional approval for the same usage.

C. Any use of ETS's name promotionally or otherwise in connection with Triton College' business or the subject matter of this Agreement is prohibited without the prior written consent of ETS. Triton College agrees to submit proofs of any promotional materials to the ETS Trademark Administrator for review and approval prior to going into production. ETS agrees to provide its approval or comments, within five (5) business days of receipt of such proofs of promotional materials. If ETS does not provide a response within five (5) business days, approval shall be deemed granted. The Parties understand and acknowledge that once ETS has approved a particular reference by Triton College, Triton College shall not be required to seek additional approval for the same usage.

15.3 Notice. Any notice or other communication required or permitted in this Agreement will be in writing and will be deemed to have been duly given on the day of service if served personally or transmitted by facsimile machine or three (3) days after mailing, registered or certified, postage prepaid, and addressed as follows or to such other address as a Party will designate:

IF TO ETS: Educational Testing Service
Global Education and Workforce Division
Rosedale and Carter Roads
Mail Stop: 41-L
Princeton, NJ 08541
Attention: Cheng Yow
PH: 609-683-2546; FAX: 609-683-2300

With a copy to: Educational Testing Service
General Counsel's Office
Rosedale and Carter Roads
Mail Stop: 03-J
Princeton, NJ 08541-0001
Attention: Debra Chadwick, Contract Manager
PH: 609-683-2047; FAX: 609-683-2766

IF TO Triton College: Triton College
2000 Fifth Ave
River Grove, IL 60171
Attention: Kevin Li, Dean of Arts and Sciences
PH: (708) 456-0300 ext. 3508; FAX:

15.4 Force Majeure. Neither Party shall bear any responsibility or liability for any damages arising out of any delay, inability to perform, or interruption of its performance obligations under this Agreement due to any acts or omissions of the other Party hereto or for events beyond its reasonable control including, without limitation, acts of God, acts of governmental authorities, acts of terrorism, or due to war, riot, flood, civil commotion, insurrection, labor dispute, severe or adverse weather conditions, lack of or shortage of electrical power, malfunctions of equipment or software programs, or any other cause beyond the reasonable control of such Party. Notwithstanding the above, whenever either ETS or Triton College has knowledge that any actual or potential situation, including, but not limited to, labor disputes, is delaying or threatens to delay the timely performance of the work under this Agreement, that Party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other Party.

15.5 Compliance With Laws. ETS agrees that in performing services under this Agreement, it will comply with all applicable laws, rules, and regulations now or hereafter in effect.

15.6 Waiver. The failure of either Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions or any other provisions.

15.7 Applicable Law and Venue. This Agreement and performance hereunder will be construed and enforced in accordance with the laws of the State of New York, United States of America. Any legal actions arising under this Agreement will be instituted only in the courts of the State of Michigan. In any action, the prevailing Party will be entitled to reasonable attorney's fees and all costs of proceedings incurred in enforcing this Agreement.

15.8 Section Headings. The heading appearing at the beginning of the several sections making up this Agreement have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this Agreement.

15.9 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

15.10 Amendments. This Agreement may only be amended, changed, or modified in a written record sufficiently acknowledged and signed by both Parties.

15.11 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under applicable law, then it shall be deemed omitted to the extent required, and the remaining terms shall remain in full force and effect.

15.12 Entire Agreement. This Agreement sets forth the entire agreement and understanding between ETS and Triton College as to the specific subject matter hereof. This Agreement supersedes any and all prior agreements or understandings between ETS and Triton College regarding the specific subject matter hereof.

[Remainder of page intentionally left blank; signature page follows]

EDUCATIONAL TESTING SERVICE

IN WITNESS WHEREOF, the Parties hereby intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

EDUCATIONAL TESTING SERVICE

TRITON COLLEGE

By: _____
(signature)

By: _____
(signature)

Name: _____
(printed)

Name: Mark R. Stephens
(printed)

Title: _____

Title: Chairman of the Board of Trustees, Triton College

Date: _____

Date: _____

TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 23, 2018

ACTION EXHIBIT NO. 16053

SUBJECT: DELTA-SONIC, INC. LEASE AGREEMENT

RECOMMENDATION: That the Board of Trustees approve the Lease Agreement between Triton College and Delta-Sonic, Inc. The term of this Lease Agreement begins on February 1, 2018 and continues on a month-to-month basis until terminated by either party, giving a 30-day written notice of intent to terminate. The Lease Agreement provides Tenant with parking lot usage for the purpose of parking up to twenty-five (25) Delta Sonic employee vehicles on the asphalt parking lot at 1701 N. River Road. Delta-Sonic will pay Triton College \$1,000 per month.

RATIONALE: The lease was pre-existing to the College's acquisition of the 1701 River Road property. That existing lease has been cancelled and a new lease drafted which conforms to the College's contracting policies, including a one-month notice for termination.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<hr/> Mark R. Stephens Chairman	<hr/> Diane Viverito Secretary	<hr/> Date
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Related forms requiring signature: Yes X No

**LEASE AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT 504
AND
DELTA-SONIC CARWASH SYSTEMS, INC.**

WHEREAS, Community College District 504, an Illinois Community College, commonly known as Triton College (hereinafter "Landlord") owns certain property located at 1701 N. River Road, Melrose Park, IL 60160 (hereinafter the "Property"); and

WHEREAS, the Property totals 8.34 acres and includes an over 28,000 square foot parking lot, in addition to other structures; and

WHEREAS, Landlord does not currently require use of a portion of the parking lot; and

WHEREAS, Delta-Sonic Carwash Systems, Inc., a New York corporation, (hereinafter "Tenant") requires additional parking facilities and has represented that it desires to rent that portion of the parking lot not in use by Landlord.

NOW THEREFORE, the Parties agree as follows:

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the parking lot located at the following address: 1701 N River Road, Melrose Park, IL 60160

The total size of the property contains 8.34 acres of land. Tenant will only have rights to use the asphalt parking lot located at the front of the property along 5th Avenue. This section of the parking lot extends approximately 50 (fifty) feet from the curb of 5th Avenue in an easterly direction.

2. The lease term will begin on February 1, 2018 and continue on a month to month basis until terminated either by Landlord or Tenant by giving the other party a 30 day written notice of their intent to terminate this Lease Agreement. Rent shall be pro-rated in the event of a partial month.
3. The rental payments will be \$1,000.00 per month. Rent shall be due on the first of each month, beginning on February 1, 2018. Tenant shall deliver rent to Landlord at the address stated in section 24 of this Lease Agreement.

If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge of five percent (5%) of the rental due. If rent remains in arrears for more than one (1) month, this Lease Agreement shall automatically terminate.

4. The Tenant agrees to use the property only for the purpose of parking up to twenty-five (25) employee vehicles on the asphalt parking lot. The following are strictly prohibited:
 - (a) Any and all mechanical repairs of autos, trucks, or other vehicles;
 - (b) Creating any disturbance in the parking area;
 - (c) Parking of any vehicles other than daily passenger vehicles, without prior written consent, including but not limited to, limousines, buses, construction trucks, semi-trucks or trailers, campers or camper trailers;
 - (d) Overnight parking;
 - (e) Storage or placement of non-operative or unlicensed vehicles, which if placed and not moved following 5 day written notice, shall be towed off the Leased Premises at the sole cost of the Tenant; and
 - (f) Utilization of the property for any automobile detailing and/or cleaning services, including but not limited to car washes, waxes and any other services related to automotive service.

5. Landlord will not be responsible for damage to or theft of autos or of anything left in vehicle parked on the Leased Property. All such liability, if any, is specifically waived by Tenant.
6. Tenant agrees to hold harmless and indemnify Landlord, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Landlord, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Tenant, its officers, agents or employees, under this Agreement.
7. Tenant assumes full responsibility for the payment of all federal, state and local taxes incurred by Tenant as a result of this Agreement. Further, if the taxing authorities determine that real estate taxes are to be charged on the Leased portion of the Property, all such real estate taxes shall be the sole responsibility of Tenant in addition to any and all rent payments.
8. This Agreement is executed by an authorized representative of Landlord in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
9. In no event shall Landlord be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
10. The Tenant agrees to maintain the property in a clean and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease Agreement, the Tenant agrees to leave the premises in the same condition as when it was received, except for normal wear and tear. If Tenant fails to maintain cleanliness of the parking area, Landlord may elect to do so by giving Tenant a 30 day written notice of Landlord's intent and Tenant will be responsible to pay Landlord an additional \$500.00/month for maintaining the premises.

11. The Landlord agrees to supply the following utilities to the Tenant : None
12. The Tenant agrees to obtain and pay for the following utilities: None
13. The Tenant agrees not to sublet the property or assign this Lease Agreement to any third party.
14. The Tenant has inspected the property and has found it satisfactory. Any and all repairs necessary to the paved surface following this inspection shall be the sole responsibility of the Tenant. In the event Tenant is required to complete any work on the Property, Tenant shall comply with the Illinois Prevailing Wage Rate for all such work.
15. If the Tenant fails to pay the rent on time or violates any other terms of this Lease Agreement, the Landlord will have the right to terminate this Lease Agreement in accordance with state law. If Landlord issues a five (5) day notice, Landlord shall be entitled to a \$50 administration charge. If Landlord is required to file a forcible eviction for non-payment of rent, Tenant hereby acknowledges that it shall responsible for any and all fees arising from or related to the costs of filing and prosecuting such eviction proceedings. Said fees shall include, but not be limited to, attorneys' fees, court filing and administrative office duties.
16. The Tenant shall maintain insurance for the premises. In addition, the Tenant agrees to carry business liability insurance covering Tenant's business operations with Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and the appropriate endorsements demonstrating that Landlord is an additional insured under the appropriate policies. Tenant shall not cancel the policies without notifying the Landlord in advance. Said insurance policy shall maintain a minimum coverage of \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate.

17. Tenant shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Tenant certifies that it is an equal opportunity employer.
18. Tenant certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
19. If Tenant has more than 25 employees, Tenant certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
20. 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.
21. This Lease Agreement is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this lease to a mortgage or deed of trust for the Landlord. In all cases, Tenant's interest shall be subordinate to Landlord and any and all mortgage holder or trustee.
22. The Parties agree that this Lease Agreement is the entire agreement between the Parties. This Lease Agreement shall bind and benefit both the Landlord and Tenant and any successors.

23.If Tenant is a corporation or a limited liability company, each individual executing this Lease Agreement on behalf of tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation or limited liability company, as the case may be, that the corporation or limited liability company has full right, power, and authority to enter into this Lease Agreement, and that each person signing on behalf of the corporation or limited liability company is authorized to do so.

24.Any and all notices, and rent shall be paid, to the individuals as set forth below:

If to Landlord: Sean O'Brien Sullivan, Vice President
Triton College
2000 5th Avenue
River Grove, IL 60171

If to Tenant: Daniel J. Duggan, Director of Acquisitions
Delta-Sonic Carwash Systems, Inc.
570 Delaware Avenue
Buffalo, NY 14202

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written, in their official capacities only.

For the College:

For Delta- Sonic Carwash
Systems, Inc.

Mark Stephens,
Chairman of the Board
Triton College



Daniel J. Duggan, Director of Acquisitions

Diane Viverito
Secretary of the Board,
Triton College

Indoor Running Track Renovations

Six firms submitted bids for the Indoor Running Track Renovations. 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 1:00 p.m. local time, Thursday, December 21, 2017, the bids were publicly opened and read aloud in room A-302 by Danielle Stephens, Business Office, and witnessed by Gaspare Pitrello and Aaron Mikottis, Arcon Associates, and representatives of D Kersey Construction, CMM Group, Dimensional Enterprises, Edwin Anderson, L.J. Morse Construction, and Happ Builders.

It is recommended that the Board of Trustees accept the proposal submitted by L. J. Morse Construction Company 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

L. J. Morse Construction Company
128 S. Broadway Ave.
Aurora, IL 60505

\$516,230.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900501-580400014
A/C Name	Construction: R Running
Budget	\$ 589,416.00
Prev. Expend.	\$ 7,413.00
Schedule	\$ 516,230.00
Balance	\$ 65,773.00

Memorandum

January 23, 2018

To: Sean Sullivan
V.P. Business Services

Operations & Maintenance

From: John Lambrecht
Associate Vice President, Facilities



RE: Indoor Running Track Renovations / Vendor Recommendation



Triton College received six bids from vendors for the Indoor Running Track Renovations.

Arcon Associates has carefully reviewed the bids and recommends that the Total Bid of \$516,230.00 be awarded to L. J. Morse Construction Company. I support this recommendation and agree that the bid should be awarded to L. J. Morse Construction Company in the total amount of \$516,230.00.

Thanks, and please feel free to call with any questions,

John



December 26, 2017

Mr. John Lambrecht
Associate Vice President of Facilities
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

RE: BID RECOMMENDATION
INDOOR RUNNING TRACK RENOVATIONS
TRITON COLLEGE - BUILDING R
PROJECT NO. 17076

Dear Mr. Lambrecht:

On Thursday, December 21, 2017 at 1:00 P.M. six (6) sealed bids were publicly opened and read for the Indoor Running Track Renovations project. The low qualified bidder was L.J. Morse Construction Co., in the Base Bid amount of \$516,230. The Base Bid includes the project contingency amount.

We contacted L.J. Morse Construction Co. and they have confirmed their bid. The project requirements were reviewed and L.J. Morse Construction Co. demonstrated an understanding of the scope of work and project time line. L.J. Morse Construction Co. 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 Indoor Running Track Renovations project to L.J. Morse Construction Co. in the Base Bid amount of \$516,230.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

Gaspare P. Pitello, ALA
Associate Principal

Attachments

GPP/rac
J:\Triton College\17076 Running Track Replacement & Interior Renovations - Building R\1 Docs\Corr\170761001.wpd

Project: BUILDING R INDOOR RUNNING TRACK RENOVATIONS

Owner: Triton College

Project No.: 17076

Bid Date/Time: Thursday, December 21, 2017 @ 1:00 P.M.



	CONTRACTOR	ADDENDUM	BID BOND	BASE BID + 10% CONTINGENCY	ALTERNATE 1: FLOORING MANUFACTURER	ALTERNATE 2: DEDUCT TO DELETE WALL PAD GRAPHICS	TOTAL
1	CMM Group	x	x	\$537,240.00	\$25,500.00	\$1,800.00	
2	Dimensional Enterprises, Inc.	x	x	\$584,646.00	\$27,000.00	\$4,200.00	
3	D. Kersey Construction Co.	x	x	\$582,037.00	\$23,000.00	\$1,750.00	
4	Edwin Anderson	x	x	\$671,000.00	\$43,000.00	\$2,000.00	
5	Happ Builders, Inc.	x	x	\$533,500.00	\$37,800.00	\$1,820.00	
6	LJ Morse Construction Co.	x	x	\$516,230.00	\$25,730.00	\$4,240.00	
7							
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