



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, September 27, 2022

- I. CALL TO ORDER** September 27, 2022 at 6:30 p.m.
Boardroom (A-300)
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LIX**
Minutes of the Regular Board Meeting of August 23, 2022, No. 3
- 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. Action Exhibits
 - 16790 Approval of FY 2022 Audit
 - 16791 Certification of Chargeback Reimbursement for FY 2023
 - 16792 Approval of FY 2023 Annual Budget
 - 16793 FY 2023 Student Activities Budget and Expenditures
 - 16794 PMA’s Financial Advisory Agreement – Consideration of Refinancing Bonds
 - 16795 Charter Bus Transportation Service
 - 16796 VWR Lab Furniture Purchase for D-210 Plus Lab
 - 16797 Pitney Bowes Service Agreement

- 16798 Facility Fee Waiver: Green Town
- 16799 Authorization for Release and Sale of College Property at the Obenauf Online Auction
- 16800 Disposal of Obsolete Computer Equipment
- 16801 Agreement with 5-Star Interpreting
- 16802 Agreement with Rosemont Theatre
- 16803 Educational Training Agreement with Mercedes-Benz USA, LLC
- 16804 Curriculum Committee Recommendations

B. Purchasing Schedules

C. Bills and Invoices

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

E. Human Resources Report

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 6:37 p.m. The following roll call was taken.

Present: Ms. Norma Hernandez, Mr. Glover Johnson, Mrs. Elizabeth Potter,
Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Ms. Naidelin Alvarez, Mr. Tracy Jennings.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve the minutes of the Board Budget Hearing of July 19, 2022 and the Regular Board Meeting of July 19, 2022. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

TCFA President Leslie Wester discussed the cancellation of classes with low enrollment and communication to students. She has shared concerns with the vice president and will keep the Board updated on plans to resolve this issue.

Classified Association President Renee Swanberg was welcomed by the Board. She stated that she looks forward to a productive partnership.

Adjunct Faculty Association President Bill Justiz reported that he was again nominated for President of the Adjunct Association.

Chairman Stephens asked the vice presidents to comment on the class cancellations mentioned by Ms. Wester. It was confirmed that there is no “magic number” in terms of enrollment for a class to be cancelled, but conversation needs to occur with students sooner, so they can register into a different class. Guided Pathways and smart scheduling will be explored this fall so that the class schedule is better aligned and any necessary cancellations don’t appear to be arbitrary. Mr. Stephens stated that a collegial atmosphere is key to working together to serve our students.

STUDENT SENATE REPORT

TCSA President Whitney Romero updated the Board on student activities including a “Welcome Squad” assisting students around campus and promoting next week’s Welcome Week, and an informational email sent to students that included coronavirus, multifactor authorization, and Fitness Center information.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this week and reviewed items pertaining to academic and student affairs, and are in support of those items.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on August 10, reviewed nine new business items and no purchasing schedules, and forwarded all of the new business items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore introduced Dr. Jeanette Bartley, new Dean of Arts & Sciences, now in her third week at Triton.

CHAIRMAN'S REPORT

Chairman Stephens asked everyone to remember that we are here to serve the residents of the district and community.

NEW BUSINESS

ACTION EXHIBITS

16779 Budget Transfers

16780 Authorization to Review Series 2020A, Series 202B, and Series 2020C Bonds for Consideration of Refinancing

16781 General Obligation Bond Resolution

The College is looking at refinancing these bonds, which may result in savings of \$1-2 million.

16782 Housing Agreement with Dominican University

16783 Agreement with Cleared4, Inc.

16784 Microsoft Consolidated Campus Agreement with CDW-G

16785 Agreement with Ocular Partners – Chicago Eye Institute

16786 Memorandum of Understanding with IBEW Renewal Energy Fund, Inc.

16787 Change of Course Fees for Inclusive Access Courses

16788 Approval and Release of Closed Session Minutes of the Board of Trustees

16789 Destruction of Closed Session Verbatim Recordings

Ms. Viverito made a motion to approve **Action Exhibits 16779 and 16782 – 16788**, seconded by Mrs. Potter. Voice vote carried the motion unanimously.

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve **Action Exhibit 16780**.

Roll Call Vote:

Affirmative: Ms. Hernandez, Mr. Johnson, Mrs. Potter, Mr. Regan,
Mr. Stephens, Ms. Viverito.

Absent: Ms. Alvarez, Mr. Jennings.

Motion carried 6-0.

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve **Action Exhibit 16781**.

Roll Call Vote:

Affirmative: Ms. Hernandez, Mr. Johnson, Mrs. Potter, Mr. Regan,
Mr. Stephens, Ms. Viverito.
Absent: Ms. Alvarez, Mr. Jennings.

Motion carried 6-0.

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve **Action Exhibit 16789**.

Roll Call Vote:

Affirmative: Ms. Hernandez, Mr. Johnson, Mrs. Potter, Mr. Regan,
Mr. Stephens, Ms. Viverito.
Absent: Ms. Alvarez, Mr. Jennings.

Motion carried 6-0.

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mrs. Potter, to pay the Bills and Invoices in the amount of \$1,938,057.49.

Roll Call Vote:

Affirmative: Ms. Hernandez, Mr. Johnson, Mrs. Potter, Mr. Regan,
Mr. Stephens, Ms. Viverito.
Absent: Ms. Alvarez, Mr. Jennings.

Motion carried 6-0.

CLOSED SESSION

Chairman Stephens determined that there was no reason for the Board to move to Closed Session.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Ms. Hernandez, to approve pages 1 and 2 of the Human Resources Report, items 1.1.01 through 1.6.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mr. Regan made a motion, seconded by Ms. Hernandez, to approve pages 3 – 7 of the Human Resources Report, items 2.1.01 through 2.7.04. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 8 of the Human Resources Report, items 3.1.01 through 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Ms. Hernandez, to approve pages 9 – 12 of the Human Resources Report, items 4.1.01 through 4.7.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mrs. Potter made a motion, seconded by Mr. Regan, to approve pages 13 – 15 of the Human Resources Report, items 5.1.01 through 5.5.03. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve pages 16 – 18 of the Human Resources Report, items 6.1.01 through 6.3.01. Voice vote carried the motion unanimously.

7.0 Other

Mrs. Potter made a motion, seconded by Mr. Regan to approve pages 19 – 23 of the Human Resources Report, items 7.1.01 through 7.4.26. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Johnson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:03 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16790

SUBJECT: APPROVAL OF FY 2022 AUDIT

RECOMMENDATION: That the Board of Trustees accept the FY 2022 audit as submitted by the accounting firm of Crowe LLP.

RATIONALE: The auditors have completed their review of the financial statements for the year ending June 30, 2022, and have expressed their opinion on the statements.

Sean Sullivan

Submitted to Board by:

Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16791

SUBJECT: CERTIFICATION OF CHARGEBACK REIMBURSEMENT FOR FY 2023

RECOMMENDATION: That the Board of Trustees approve the Certification of Chargeback Reimbursement for Fiscal Year 2023 as approved by the accounting firm of Crowe LLP. The chargeback reimbursement per semester credit hour for Fiscal Year 2023 is \$252.43.

RATIONALE: The Certification of Chargeback Reimbursement is calculated in accordance with the formula specified in the Fiscal Management Manual.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16792

SUBJECT: APPROVAL OF FY 2023 ANNUAL BUDGET

RECOMMENDATION: That the Board of Trustees adopt the proposed Budget for FY 2023, beginning July 1, 2022 and ending June 30, 2023. The Operating Budget totals \$69,343,686 and the Non-Operating Budget totals \$56,307,201. The total Budget for FY 2023 is \$125,650,887.

RATIONALE: The Tentative Budget has been available for public inspection and submitted for public hearing as required by law. All legal requirements have been met. Note: Per ICCB guidelines, Fund 10 (Trust & Agency) is not included in the Non-Operating Budget total above.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16793

SUBJECT: FY 2023 STUDENT ACTIVITIES BUDGET AND EXPENDITURES

RECOMMENDATION: That the Board of Trustees approve the FY 2023 Budget of proposed expenditures of the Fund 10, Student Activities account. The FY 2023 Student Activities accounts have a projected revenue of \$1,243,019 and projected expenditures of \$1,243,019 resulting in no change in reserves of \$0. The fund balance as of June 2023 is projected to be \$247,731.

RATIONALE: The Trust and Agency Fund (Fund 10) for Student Activities covers expenses related to student activities. The proposed expenditures include FY 2023 transfers of \$800,000 to the Auxiliary Fund to provide financial support for athletics and student activities.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

Triton College
Trust and Agency Fund
Fiscal Year 2023

Revenues:		
Student activity fees	1,243,019	<u>1,243,019</u>
Total revenues		<u>1,243,019</u>
Expenditures:		
Salaries	138,246	
Contractual services	1,500	
General materials and supplies	58,292	
Conference and meeting expense	47,479	
Fixed	4,000	
Capital outlay		
Other	193,502	
Transfer to auxiliary and education funds.	800,000	
Total expenditures		<u>1,243,019</u>
Increase (decrease) in net assets		<u><u>-</u></u>
Trust and agency fund liability account 10_00000000_230901540		
Balance 6/30/22 (see note 1 below)	247,731	
Projected balance 6/30/23 (see note 2 below)	<u>247,731</u>	<u><u>247,731</u></u>

Note 1: The Trust and Agency fund liability account represents the excess of revenues over expenses.

Note 2: Projected balance excludes Trust and Club account balances of \$363,899

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16794

**SUBJECT: PMA'S FINANCIAL ADVISORY AGREEMENT -
CONSIDERATION OF REFINANCING BONDS**

RECOMMENDATION: That the Board of Trustees approve the attached financial advisory agreement with PMA Securities, LLC. PMA, the College's financial advisory agent, is a registered broker-dealer and municipal adviser. PMA is registered with the U.S. Securities and Exchange Commission (SEC), as well as the Municipal Securities Rulemaking Board (MSRB). Fees due PMA for the Scope of Services shall be \$1.75 per \$1,000 of public offering price plus \$3,500 for all services, as described in the attached Agreement. The offering documents fee will be \$2,500 only if these documents are generated by PMA. Fees, for which PMA is entitled to reimbursement, shall become due and payable concurrent with the delivery of the Securities to the purchaser. No fee shall be due from Triton College to PMA unless the Securities close.

RATIONALE: Per the Municipal Securities Rulemaking Board (MSRB), Rule G-42 requires municipal advisors to secure a municipal advisory relationship in writing per the attached Agreement. With exploration of refinancing the bonds, the attached Agreement describes the services that are to be performed by and compensated to PMA. Fees may be contingent upon the closing of the securities contemplated in the Agreement, and there is no penalty or payment due to terminate the Agreement at any time prior to the closing of the securities.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Tracy Jennings Secretary	Date
-------------------------------------	------------------------------------	-------------

Related forms requiring Board signature: Yes No



FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the “Agreement”) is made and entered into by and between the Community College District Number 504 (Triton College), Cook County, Illinois (“Issuer”) and PMA Securities, LLC (“PMA”) effective as of August 22, 2022 (the “Effective Date”). The Issuer and PMA collectively constitute the “Parties” hereunder.

WITNESSETH:

WHEREAS, the Issuer is contemplating issuing securities in connection with a proposed plan of finance for a refinancing with an unknown amount and timing (the “Securities”) and in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a financial advisor to advise the Issuer regarding the issuance of the Securities;

WHEREAS, PMA is willing to provide its professional services and its facilities as financial advisor in connection with the Securities as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective;

WHEREAS, the Issuer is a municipal entity and the Securities are municipal securities as defined by the Securities Exchange Act of 1934 and the rules of the Municipal Securities Rulemaking Board (“MSRB”);

WHEREAS, PMA is registered as a municipal advisor with the U.S. Securities Exchange Commission (“SEC”) and the MSRB and thus, may provide municipal advisor services to a municipal entity such as the Issuer, including advice with respect to the issuance of municipal securities; and

WHEREAS, the financial advisory services described herein are provided by PMA exclusively as a Municipal Advisor as described under MSRB Rule G-3(d).

NOW, THEREFORE, the Issuer and PMA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, PMA agrees to perform the financial advisory services (hereinafter “Services” or “Scope of Services”) stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay PMA the compensation as provided in Section VI hereof. The Scope of Services to be performed in connection with the issuance of the Securities are only those listed below.

A. Financial Planning. At the direction of the Issuer, PMA shall:

1. Analysis. Conduct an analysis of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service the Securities contemplated. This analysis will include reviews of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, may include an analysis of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. The analysis may take into account any outstanding indebtedness payable from the revenues of existing or projected facilities operated by the Issuer, additional revenues to be available from any proposed rate increases and additional revenues, as projected through internal proprietary systems of

PMA and its affiliates or through other parties employed by the Issuer, resulting from improvements to be financed by the Securities under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff, through internal proprietary systems of PMA and its affiliates or through other parties, if any, employed by the Issuer.
3. Recommendations for Securities. Submit recommendations to the Issuer regarding the Securities under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Securities to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
4. Market Information. Advise the Issuer of current bond market conditions, other related forthcoming bond issues, economic data and other market information, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Securities may be set at a favorable time.
5. Elections. Assist in coordinating the assembly of data for the preparation of any necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the issuance of municipal securities, including assistance in the transmission of such data to any law firm retained by the Issuer, such as issuer counsel, bond counsel, disclosure counsel or otherwise, in the event it is necessary to hold an election to authorize the Securities.

B. Debt Management and Financial Implementation.

1. Method of Sale. The Issuer has indicated that it has engaged or intends to engage Mesirow Financial, Inc. as the underwriter for the purpose of negotiating the purchase of the Securities. The Issuer agrees that it has not engaged PMA to make a recommendation regarding the method of sale or the selection of the underwriter, and therefore acknowledges that PMA will not be providing such services under this agreement. PMA owes no fiduciary or other duty to the Issuer with respect to such services. The Issuer understands in making this election that, as a financial advisor, PMA typically evaluates the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation for the method of sale. If a negotiated sale were selected, PMA would make a recommendation for the Issuer's formal approval and acceptance of one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Securities. As a result of PMA not performing these services, the Issuer may receive a lower purchase price for the Securities than would otherwise be the case. In keeping with the provisions of MSRB Rule G-23, PMA will not participate in an underwriting syndicate in connection with the negotiated purchase of the Securities.
 - a. In a negotiated sale PMA will perform the following services:
 - (1) PMA will cooperate with and assist the underwriter in the review of a bond purchase contract and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriter, but shall not be or become an obligation of PMA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by PMA.

- (2) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any, and provide a cost comparison, for both expenses and interest which are suggested by the underwriter, to the then current market.
 - (3) Advise the Issuer as to the fairness of the price/yields offered by the underwriter and, unless agreed upon by the Issuer and the underwriter, the proposed underwriter's discount as it relates to the underwriter's regulatory requirements.
2. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested and at all times when PMA may be of assistance or service and the subject matter is related to the Securities.
3. Review of Third Party Recommendations. Review of a recommendation of another party if requested by the Issuer and the request is within the Scope of Services. PMA will determine, based on the information obtained through reasonable diligence, whether the municipal securities transaction or municipal financial product is or is not suitable for the Issuer. In addition, PMA will inform the Issuer of:
 - (1) PMA's evaluation of the material risks, potential benefits, structure and other characteristics of the recommended municipal securities transaction or municipal financial product;
 - (2) The basis upon which PMA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Issuer; and
 - (3) Whether PMA has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.
4. Offering Documents. Draft the preliminary and final Official Statements, Offering Memoranda or Term Sheets ("Offering Documents") based on information provided by the Issuer as well as information derived from other sources. The information contained in the Offering Documents will be derived from the sources stated or, if not otherwise sourced, from the Issuer. PMA makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its assistance in preparing the Offering Document should not be construed as a representation that it has independently verified such information. The Issuer will be expected to examine, approve and make certifications with respect to the information in the Offering Documents in accordance with its obligations under the federal securities laws.
 - (1) In a competitive sale, PMA will coordinate the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification.
 - (2) PMA will electronically distribute the Offering Documents.
 - (3) Some of the data collected may require a fee, such as overlapping debt or an auditor's certificate. Upon the request of an authorized representative of the Issuer, any fees for data will be sent to the Issuer for prior approval.
 - (4) As needed for Offering Documents disclosure purposes, PMA will file reportable event notices and other information to the MSRB's Electronic Municipal Market Access ("EMMA") as directed by the Issuer.

5. Credit Ratings and Insurance. Make recommendations to the Issuer as to the advisability of obtaining a credit rating and/or insurance for the Securities. Where insurance for the Securities is advised, PMA will request bids from insurance agencies. When directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency and/or insurance agencies. If PMA's advice includes personal presentation of information to the rating agency and/or insurance agencies, PMA will arrange for such personal presentations by the Issuer's representatives.
6. Trustee, Paying Agent, Registrar. Assist the Issuer in the selection of a trustee and/or paying agent/registrar for the Securities and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
7. Escrow Bidding Agent, Escrow Agent, Verification Agent. Assist the Issuer in the selection of an escrow bidding agent, an escrow agent and/or a verification agent for the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto, if needed.
8. Financial Publications. Advise financial publications of the forthcoming sale of the Securities and provide them with all pertinent information, when appropriate. Upon request, PMA will coordinate the publication of legal notices when required by law for the issuance of the Securities.
9. Consultants. Arrange for reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto.
10. Legal Counsel. Maintain liaison with bond counsel, disclosure counsel and local counsel, if any, in the preparation of legal documents pertaining to the authorization, sale and issuance of the Securities.
11. Delivery of the Securities. Coordinate the efforts of the working group for the Securities, which typically includes the Issuer, underwriter, bond counsel, and other counsel, as applicable, rating agency, bond registrar, paying agent, and any other third party engaged by the Issuer, as soon as a bid for the Securities is accepted by the Issuer, so that the Securities may be delivered and paid for as expeditiously as possible. Assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Securities.

C. Services Not Related to an Issuance of Municipal Securities. If requested by the Issuer, PMA will perform the services following this paragraph for the Issuer, with respect to the Securities, with no additional compensation required. This Agreement hereby terminates any prior Financial Advisory Agreement or Financial Advisory Engagement Letter for the provision of the following services:

1. Rating surveillance preparation;
2. Debt summary and debt book updates;
3. Educational presentations to the Issuer's governing body, community and/or staff;
4. Review paying agent/DTC invoices for accuracy;
5. Review and provide advice related to a bond levy;
6. Advise the Issuer of filings related to tax credit bonds and the need to approve abatement resolutions and debt service extension base modification resolutions;

7. Assist with filing debt-related documents with other government entities, such as the state;
8. Assist with FOIA-related documentation and questions; and
9. Assist with post-issuance compliance per the rules of the Internal Revenue Service (“IRS”).

D. Limitations on Services. The Services are subject to the following limitations:

1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.
2. PMA is not responsible for making a recommendation regarding the method of sale or the selection of the underwriter.
3. PMA is not responsible for certifying as to the accuracy or completeness (including the accuracy or completeness of any description of the Issuer’s compliance with its continuing disclosure obligations) of any preliminary or final Offering Documents, other than with respect to any information about PMA provided by PMA for inclusion in such documents.
4. The Services do not include tax, legal, accounting or engineering advice with respect to the Securities, services not related to an issuance of municipal securities (except as provided in Section I.C. above) or in connection with any opinion or certificate rendered by bond counsel or any other person at closing, and does not include review or advice on any feasibility study.
5. Unless requested by the Issuer, PMA will not negotiate fees or send out a request for proposal for legal services including issuer counsel, bond counsel or disclosure counsel.
6. Dissemination Agent services for continuing disclosure are not included under this Agreement except as provided under Section I.B.4.(4). Dissemination Agent services include, for example, annual financial information and annual financial statement filings to EMMA. PMA is engaged as Dissemination Agent pursuant to a separate engagement to provide services not covered under Section 1.B.4.(4).

E. Amendment to Scope of Services. The Scope of Services may be amended as set forth in Section VIII.D. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.

SECTION II POTENTIAL BENEFITS & RISKS OF ISSUING THE SECURITIES

A. The potential benefits involved with issuing the Securities include, among other things:

1. Meeting the Issuer’s Funding Needs. The Securities are being issued to meet the Issuer’s stated funding needs.
2. Relative Low Cost of Financing. Municipal obligations, such as the Securities, generally offer a lower cost of financing than other available alternatives.

3. Ability to Lower Cost of Financing in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to lower the cost of financing with a future refinancing of the Securities.
4. Ability to Restructure Payments in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to restructure the repayment schedule with a future refinancing or defeasance of the Securities.

B. The potential risks involved with issuing the Securities include, among other things:

1. Interest Rate Risk. The Securities are issued at a fixed rate(s). If market interest rates decline subsequent to the sale of the Securities, the Issuer will not be able to take advantage of lower market interest rates for the Securities unless and until the Securities can be prepaid or refinanced.
2. Prepayment Risk. To the extent the Securities, or a portion of the Securities, are not subject to a prepayment provision, the Issuer cannot prepay the Securities prior to their maturity date(s).
3. Closing Risk. If the Securities fail to attract an appropriate purchaser, or fail to be delivered at closing, the Issuer will not receive proceeds from the Securities.
4. Default Risk. If the Issuer fails to make the scheduled principal and/or interest payment(s) on the Securities in a timely manner, a default will occur, which negatively affects the Issuer's ability to get financing for other needs.
5. Tax Risk. If the opinion of bond counsel for the Securities identifies the Securities as tax-exempt or tax advantaged, and the IRS subsequently determines the Securities are taxable or ineligible for a tax credit, this determination could cause the IRS to change the designation of the Securities to taxable or to revoke the tax credits, resulting in potential adverse publicity, impairment of the Issuer's ability to issue municipal securities in the future, litigation from bondholders and others or a settlement agreement between the IRS and the Issuer resulting in a payment from the Issuer to the IRS to maintain the tax-exempt or tax advantaged status of the Securities. Potential causes of such a determination may include, but are not limited to the following: the Issuer does not spend the proceeds of the Securities in a timely manner, change in use of the project financed by the Securities and any other determination by the IRS that rules governing the issuance of tax-exempt obligations were violated.
6. Disclosure Risk. To the extent the SEC determines that a material fact was omitted from the Offering Documents or a material misstatement was made in the Offering Documents, the SEC could determine that the Issuer violated federal securities laws.

SECTION III COOPERATION IN MEETING REGULATORY REQUIREMENTS

The Issuer acknowledges that PMA has regulatory duties as municipal advisor to the Issuer, and the Issuer agrees to cooperate, and to cause its agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have PMA provide advice with regard to any recommendation made by a third party in accordance with Section I.B.3, the Issuer will provide to PMA written direction to do so and any information it has received from such third party relating to its recommendation.

SECTION IV TERM OF AGREEMENT

The terms of this Agreement are effective as of the Effective Date and shall remain in effect, unless earlier terminated by PMA or at the direction of the Issuer pursuant to the following section, until the closing of the Securities. This Agreement may be renewed for a maximum of three (3) years beyond the Effective Date of this Agreement or any amendment to this Agreement as set forth in Section VIII.D at the Issuer's request for PMA to perform the any of the services set forth in Section I.C.

SECTION V TERMINATION

This Agreement may be terminated with or without cause by the Issuer upon prior written notice to PMA or by PMA upon at least thirty (30) days' prior written notice to the Issuer of the Party's intention to terminate, specifying in such notice the effective date of such termination. In the event the termination occurs before the Securities close, it is understood and agreed that no amounts are due to PMA for services provided or expenses incurred, unless otherwise stated in Section VI below. No penalty will be assessed for termination of this Agreement. The provisions of Section VII.B. shall survive any termination of this Agreement pursuant to this Section V or the expiration of the term of this Agreement pursuant to Section IV.

SECTION VI COMPENSATION AND EXPENSE REIMBURSEMENT

A. Compensation. The fees due to PMA for the Scope of Services set forth and described in Section I of this Agreement shall be \$1.75 per \$1,000 of public offering price plus \$3,500.00 for the services described in Section I.B.4, Offering Documents, provided that the fee will be \$2,500.00 if these documents are generated from documents originally produced by PMA for an issue that closed within the 12 months prior to the Effective Date. Such fees, for which PMA is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Securities to the purchaser. No fee shall be due from the Issuer to PMA unless the Securities close.

As set forth in PMA's *Municipal Advisor Disclosure Statement*, PMA notes that this Agreement may involve contingent based compensation subject to compensation based conflict. Also, we note how it relates to different structures or scenarios. For example, recommending a multi-issuance strategy versus a single issuance strategy could result in additional compensation for PMA and the application of minimum fees, if any. However, this recommendation would be made only if the benefits exceed the costs. Such benefits could include bank qualification, reduced negative arbitrage in the investment of bond proceeds and meeting the financial goals of the Issuer. Also, the additional compensation would be paid over time, subject to the retention of PMA for subsequent issuances.

B. Issuer Expenses.

1. Customary fees and expenses incident to a sale are payable by the Issuer. These fees and expenses, depending upon the final structure, can include fees for underwriter(s), bond counsel, local counsel, disclosure counsel, rating agency, insurance premium, trustee/paying agency, competitive sale auction platform, escrow bidding agent and verification agent.
2. Customary fees and expenses incident to the preparation of the Offering Documents, such as overlapping debt and auditor's certificates, are payable by the Issuer. In the event PMA must pay these fees and expenses before the Securities close, the Issuer will be responsible for reimbursing PMA for the pre-paid fees and expenses.

SECTION VII DISCLOSURES

A. Disclosures. The *Municipal Advisor Disclosure Statement*, and each delivery thereof, as provided from time to time, shall be incorporated by reference into this Agreement as of the date thereof to the same extent as if set forth herein. As set forth in the *Municipal Advisor Disclosure Statement*, PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally provides fixed income brokerage services and public finance services to institutional clients, including financial advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, LLC, a financial services provider, and PMA Asset Management, LLC, an investment adviser registered with the SEC (the "Advisory Affiliate"). These entities operate under common ownership with the Firm and are referred to in this disclosure as the "Affiliates." Each of these Affiliates also provides services to municipal entity clients. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated companies.

PMA's duties, responsibilities, and fees arise from that as a municipal advisor to the Issuer in connection with the issuance of the Securities. PMA receives additional fees for the services used by the Issuer, if any, described in the paragraph above. The fees for these services arise from separate agreements with the Issuer and with institutions of which the Issuer may be a member.

Additional disclosures are required with the implementation of MSRB Rule G-42. PMA is required to provide the Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. By signing this Agreement, the Issuer acknowledges that PMA has provided the Issuer with the *Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document will also specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that PMA files with the SEC and a brief explanation regarding the materiality of the change or addition.

B. Scope of Liability. PMA, at all times, will act in good faith with respect to its Services under this Agreement. The Issuer agrees that PMA shall not be liable to the Issuer for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligent acts or omissions, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of any of the material terms of this Agreement. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.D. of this Agreement, relating to the services included in the Limitations on Services section. PMA shall not be responsible for any loss incurred by reason of any act or omission of the Issuer, or any member of the working group for the Securities. No recourse may be had against PMA for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action or other proceeding brought by or received from the IRS in connection with the Securities or otherwise relating to the tax treatment of the Securities, or in connection with any opinion or certificate rendered by counsel or any other party.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under federal securities laws or under applicable state law.

SECTION VIII MISCELLANEOUS

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state in which the Issuer is located without regard to conflict of law principles.

B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and PMA, their respective successors and assigns; provided however, neither Party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

C. Prior Agreement or Documentation. Each Party acknowledges and agrees that the provisions of this Agreement modify and supersede any prior agreement or documentation with regards to the issuance of the Securities ("Prior Documentation"). The provision(s) set forth in this Agreement shall control in the event that any provision(s) of this Agreement conflict with any provision(s) contained in any Prior Documentation.

D. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each Party hereto. The form of this modification may include an email acknowledged by each Party. The Parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to the Agreement.

[The remainder of this page is intentionally left blank.]

PMA Securities, LLC

Community College District Number 504
(Triton College)
Cook County, Illinois

By: _____

By⁽¹⁾: _____

Tammie Beckwith Schallmo
Senior Vice President
Managing Director

Print Name

Title: _____

Date: _____

Date: _____

By: _____

James O. Davis
Chief Executive Officer

Date: _____

- (1) By signing this Agreement, as representative of the Issuer, the representative acknowledges that he or she has the ability to bind the Issuer by contract with PMA and that he or she is not a party to a disclosed conflict.

PMA Use Only:

Reviewed: _____ Date: _____

Revised 3/2022

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16795

SUBJECT: CHARTER BUS TRANSPORTATION SERVICE

RECOMMENDATION: That the Board of Trustees approve an Agreement for charter bus transportation service with Bestway Charter Transportation Inc. Contract term shall be for a 1-year period, initially ending June 30, 2023, with an option for the college to renew for up to two additional 1-year periods thereafter. The expected annual cost will not exceed \$100,000.

RATIONALE: The charter bus transportation service will be used for college related travel. This includes intra-state and inter-state transportation of athletic teams, some with extended stays or layovers. An advertisement for proposal was published on July 19, 2022 in the Chicago Tribune and the Request for Proposal was simultaneously posted on the Triton College Purchasing website. Twelve (12) vendors were directly solicited. Public opening was held on August 9, 2022 at 2:00 p.m. in Triton College room A300. Four (4) proposals were received. An evaluation committee consisting of five (5) reviewers evaluated all submitted proposals. Responses were evaluated by each member based on the following criteria: Cost; Qualifications; Experience; Age of Equipment; Dependability; Reliability; Safety Record and References. It was determined by the committee that Bestway Charter Transportation Inc. was the best qualified.

Sean Sullivan

Submitted to Board by: _____

Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

CHARTER BUS RATES BESTWAY CHARTER TRANSPORTATION

For Busses up to 29 Passengers	
Daly rate for bus	\$ 900
Number of hours included in daily rate	Hours: 10
Hourly rate for hours exceeding daily minimum	\$ 75 /Hour
Amount of local mileage allowed per day once bus reached destination	
Cost per mile over and above allowance	\$ /Mile
Cost per 24-hour period for extended trip (i.e., weekend trip)	\$ /day
Driver's daily fee (if any)	\$ N/A
OR Driver's hourly fee (if any)	\$ N/A
Per diem (meals) for driver (if any)	\$ N/A
Gratuity (if any)	\$ 0
Fuel Surcharge (if any)	\$ Included /Mile
Charge per relay driver (if any)	\$ N/A
Indicate any Surcharges for interstate travel (if any)	\$ N/A
Indicate any other additional fees: (if any)	\$ N/A

CHARTER BUS RATES BESTWAY CHARTER TRANSPORTATION

For Buses up to 56 Passengers	
Daly rate for bus	\$ 1,100
Number of hours included in daily rate	Hours: 10
Hourly rate for hours exceeding daily minimum	\$ 85 /Hour
Amount of local mileage allowed per day once bus reached destination	
Cost per mile over and above allowance	\$ /Mile
Cost per 24-hour period for extended trip (i.e., weekend trip)	\$ /day
Driver's daily fee (if any)	\$ N/A
OR Driver's hourly fee (if any)	\$ N/A
Per diem (meals) for driver (if any)	\$ N/A
Gratuity (if any)	\$ 0
Fuel Surcharge (if any)	\$ Included /Mile
Charge per relay driver (if any)	\$ N/A
Indicate any Surcharges for interstate travel (if any)	\$ N/A
Indicate any other additional fees: (if any)	\$ N/A

RFP Evaluation Matrix

Charter Transportation Services	Evaluation Criteria Categories												Evaluation Results		
	Cost		Qualifications		Experience		Age of Equipment		Dependability Reliability Safety Record		References				
	20% weight	20% weight	10% weight	10% weight	20% weight	20% weight	Total is 100% weight								
Firm Name	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Total Score 1 - 60	Total Weighted Score	Rank
Aries Charter Transportation	6.4	1.28	8.8	1.76	8.8	0.88	8.2	0.82	8.6	1.72	9	1.80	49.80	8.26	3
Bestway Charter Transportation	8.6	1.72	9	1.80	9	0.90	8.8	0.88	9	1.80	9	1.80	53.40	8.90	1
Ideal Charter	8	1.60	8.6	1.72	8.4	0.84	9	0.90	9	1.80	9.2	1.84	52.20	8.70	2
M&M Limousine Services	7.2	1.44	7.6	1.52	7.2	0.72	5.6	0.56	6	1.20	8.4	1.68	42.00	7.12	4
Respondent 5	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	0.00	5
Respondent 6	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	0.00	5
Respondent 7	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	0.00	5
Respondent 8	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	0.00	5
Respondent 9	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	0.00	5
Respondent 10	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	0.00	5

Winner selected on highest WEIGHTED score

Scoring Instructions

Score between 1 and 10 (highest) each Firm for each criteria category. Firms with the highest total weighted scores May be scheduled for interviews, if desired.

Evaluation Committee:

- Colleen Rockafellow
- Tina Lilly
- Andrew Blahut
- John McGarry
- Harry Torgerson

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16796

SUBJECT: VWR LAB FURNITURE PURCHASE FOR D210 PLUS LAB

RECOMMENDATION: That the Board of Trustees approve the purchase of lab furniture for the D210 Plus Lab from VWR for a not-to-exceed amount of \$60,000 for Fiscal Year 2023.

RATIONALE: VWR sells high quality lab furniture that would enhance our departments and labs. VWR and the selected furniture being purchased is part of the E & I Cooperative Services Contract for Education. By utilizing the E & I buying grant, Triton is able to achieve and receive savings on products and provide our students as well as faculty and staff with additional state-of-the-art equipment due to the lower prices obtained through the joint bid.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16797

SUBJECT: PITNEY BOWES SERVICE AGREEMENT

RECOMMENDATION: That the Board of Trustees approve a 43-month Equipment Lease Agreement renewal with Pitney Bowes. The renewal will run from 12/1/2022 through 6/30/2026. The monthly amount will be \$2,167.08 for an annual total of \$26,004.96 and a total for the 43 month term of \$93,184.44.

RATIONALE: This equipment is used on a daily basis for laser printing of student and staff information and mailroom operations. The leased equipment includes folding and inserting hardware that can process up to 4,300 pieces per hour. This Agreement includes unlimited service calls and parts for the full 43 month term of the contract.

Sean Sullivan

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

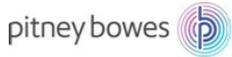
Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No



State and Local Fair Market Value Lease

Agreement Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

TRITON COLLEGE

Tax ID # (FEIN/TIN)

362537114

Sold-To: Address

2000 5TH AVEBLDG N, RIVER GROVE, IL, 60171-1995, US

Sold-To: Contact Name

Michael Garrity

Sold-To: Contact Phone

(708) 456-0300

Sold-To: Account

0012118778

Bill-To: Address

2000 5TH AVEBLDG N, RIVER GROVE, IL, 60171-1995, US

Bill-To: Contact Name

Michael Garrity

Bill-To: Contact Phone

(708) 456-0300

Bill-To: Account

0012118778

Bill-To: Email

michaelgarrity@triton.edu

Ship-To: Address

2000 5TH AVEBLDG N, RIVER GROVE, IL, 60171-1995, US

Ship-To: Contact Name

Michael Garrity

Ship-To: Contact Phone

(708) 456-0300

Ship-To: Account

0012118778

PO

N/A

Your Business Needs

Qty	Item	Business Solution Description
1	ARPRINTER	AddressRight Printer
1	ARPF	AddressRight 300 <1M cycle/mo and Feeder
1	CRM7	CRight Mailer Elec Deliv Stand-alone SW
	DASU	AddressRight 100/200/300 Install Trng
1	SMA_TIER1	SMA Tier 1 - Software Service Agreement
1	STDSLA	Standard SLA-Equipment Service Agreement (for AddressRight Printer)
1	W764	W760 Stacker/Dryer/Stand
1	WH8PBMAX3	AddressRight 300 Black Ink Starter Kit
	WSMF	CRight Mailer Install /Training
1	RELAY5000	Relay 5000 Inserting System
	DITV	Installation and Training-Stackers
1	F700327	Special Tower Feeder Kit
3	F780183	Sheet/Flat Envelope Tray
3	F780184	Insert Tray

1	F7DI	Bottom Address Inverter Kit
1	F9PG	PowerGuard Service Package
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 5000 Inserting System)
	TI0K	Inserter Installation & Training
1	TI50	Relay 5000 Inserting System
1	TIVP	Vertical Power Stacker

Your Payment Plan

Initial Term: 43 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Monthly at*
43	\$ 2,167.08	\$ 2,167.08

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature
Mark R. Stephens
Print Name
Board Chairman
Title
Date
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Sales Information

Reginald Pope	reginald.pope@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

The below terms and conditions will apply to the Lease between Triton College and PBGFS, located in the United States and entered into pursuant to this Agreement.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“**PBGFS**”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the “**Lease Term**”) and begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment. **You may not cancel this Lease for any reason and all payment obligations under this Lease are unconditional, except as otherwise set forth in this Agreement.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don’t have the right to become the owner of the Equipment at the end of the Lease Term.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a “**Periodic Payment**”). Each Periodic Payment will be due net 45 days from the date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively “**PBI Payments**”) will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment “as is, where is” for its fair market value; or (iii)

return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease, unless prohibited by law. You may choose to cancel the automatic extensions at any time by giving us 30 days' written notice by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records upon reasonable advance written request. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss and ValueMAX®Program

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("**Loss**"). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will either: (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("**Insurance**"); or (ii) be enrolled in PBGFS' ValueMAX program described in paragraph (b) below.

(b) YOU MUST CALL US AT 1-800-732-7222 OR GO TO pitneybowes.com/us/valuemaxoptout AND PROVIDE US WITH EVIDENCE OF INSURANCE IF YOU DO NOT WISH TO BE ENROLLED IN THE VALUEMAX PROGRAM. If you don't provide evidence of Insurance and haven't previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notice reminding you of your Insurance obligations described in paragraph (a) above. If the Equipment is included in the ValueMAX program and any Loss occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment. We aren't liable to you if we terminate the ValueMAX program. By providing the ValueMAX program, we aren't offering or selling you insurance; accordingly, regulatory agencies haven't reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

7. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several, in official capacities only. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information for the Institution upon request. Individual signatories to this Lease sign in official capacities only, and no personal liability shall be incurred as a result of this Lease.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.

(c) We will provide you with a welcome letter by email.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. Warranties

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html.

(a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

(b) We warrant that any service ("**Service**") we perform under the SLA set out in Sections 19 through 24 will be performed in a timely, professional and workmanlike manner.

(c) YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit by an entity other than PBI, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to

printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").

(g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

12. Default and Remedies

(a) If you don't make any payment within net 45 days of the date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
- (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
- (iii) disable the Meter;
- (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
- (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
- (vi) charge you a late charge for each month that your payment is late;
- (vii) charge you a check return fee for payments made by you with insufficient funds; and
- (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.

(c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

You are a unit of local government exempt from taxation and must provide proof of such exemption upon execution of this Lease. In the event that you provide such proof of exemption, no taxes shall be charged under this Lease.

14. Embedded Software; Applications

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

(a) We will use your information in accordance with our [Privacy Statement](#).

(b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.

- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT. ALL DISPUTES SHALL BE RESOLVED IN THE CIRCUIT COURT OF COOK COUNTY.**
- (g) We can only change this Agreement if we both agree to do so in writing and such writing is signed by the authorized agents of each party. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected. In the event of a conflict between this Lease and any other referenced or incorporated documents, this Lease shall prevail.
- (h) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) This Agreement is governed by the laws of the State of Illinois.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable export control laws and regulations.
- (m) PBI 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, by third parties arising out of the grossly negligent acts or omissions of PBI, its officers, agents or employees, under this Agreement.
- (n) Triton College, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.
- (o) Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, sexual orientation, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer and that it maintains a written sexual harassment policy and Drug Free Workplace policy in compliance with applicable law.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

20. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the “**Service Term**”). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.
- (b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the “**Response Time Commitment**”). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the “**Initial Service Term**”). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”) UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS**

TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW. If you don't wish to renew Service, you must deliver a written notice (the "**Termination Notice**") at least 30 days prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

(a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, unless prohibited by law, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice, to the address in Section 21 or by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment

relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

33. Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "**Program**"), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the "**Account**") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the corresponding annual percentage rate would be 19.50%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.
- (e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

34. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

35. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

36. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are incorporated by reference.

37. Pitney Bowes Intelligent Locker Solutions

Our ValueMAX program, described in Section 6 above, does not apply to Pitney Bowes Intelligent Locker Solutions. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance. The Pitney Bowes Intelligent Locker Solutions may include a statement of work.

38. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

39. DM Infinity

Support for the DM Infinity Meter may not go beyond June 30, 2024. The Initial Term/the Lease Term for a DM Infinity Meter may not go beyond June 30, 2024.

Triton College

By: _____

Name: Mark R. Stephens

Title: Board Chairman

Date: _____

Pitney Bowes Global Financial Services LLC

By: _____

Name: Salvatore Polletta

Title: Director, Credit & New Business

Date: _____

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16798

SUBJECT: FACILITY FEE WAIVER: GREEN TOWN

RECOMMENDATION: That the Board of Trustees approve the use of Triton College facilities (including either the Cafeteria or the Auditorium) for the GreenTown event scheduled on June 22, 2023, 8 a.m. – 5 p.m.; as per the Triton College Facilities Rental Policy waive room rental fees and set up charges not to exceed \$12,000.

RATIONALE: GreenTown, requesting the space and facility rental fee waiver, is an in-district not-for-profit organization designed to help create sustainable communities. The GreenTown event will promote Triton College programs and offerings within and beyond our community, enhance Triton’s image, and showcase its resources.

Sean Sullivan

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

Board Officers’ Signatures Required:

_____	_____	_____
Mark R. Stephens Chairman	Tracy Jennings Secretary	Date

Related forms requiring Board signature: Yes No

Auditorium (R Building)			
Estimated cost	Rate per hour	Number of hours	total
Auditorium (R Building)	\$350	8X\$350	\$2,800
AV	\$55	8X\$55	\$440
Maintenance	\$63	8X\$63	\$504
R221	\$150	8X\$150	\$1,200
Break out rooms (7) R 213, 217, 301a, 301b,309, 315,319	\$125X7 rooms=\$875	8X\$875	\$7,000
		40	
Total			\$11,944

Cafeteria (B Building)			
Estimated Costs worksheet	Rate per hour	Number of hours	Total
Cafeteria (B Building)	\$250	\$250X8	\$2,000
AV	\$55	\$55X8	\$440
Maintenance	\$63	\$63X8	504
Breakout rooms (6) B201,202,203, 204, 209,210,211	\$130X6=\$780	\$780X8	\$6,240
Total		40	\$9,184

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16799

**SUBJECT: AUTHORIZATION FOR RELEASE AND SALE OF
COLLEGE PROPERTY AT THE OBENAUF ONLINE AUCTION**

RECOMMENDATION: That the Board of Trustees approve the release and/or sale of college property; specifically, two (2) retired 2008 Ford Crown Victoria Police Vehicles.

RATIONALE: The vehicles are not cost effective to maintain and keep running. The Board hereby releases all property contained herein for sale at the Obenauf online auction to be released to the highest bidder.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 27, 2022

ACTION EXHIBIT NO. 16800

SUBJECT: DISPOSAL OF OBSOLETE COMPUTER EQUIPMENT

RECOMMENDATION: That the Board of Trustees approve the release and disposal of 606 items of obsolete computer related equipment, including computers, monitors, printers, and computer peripherals, detailed in the attached list. Triton has a disposal company that we have worked with for several years that removes and disposes of this equipment at no charge to the college.

RATIONALE: The equipment was purchased with grant and operating funds and is non-operational, unrepairable, obsolete and out of service and well beyond its useful life. The average age of this equipment is approximately 9-11 years old. Some of the equipment is as old as 27 years. The best option for the college is to properly dispose of the equipment. Illiana Computer Recycling Inc. will provide a certificate of proper disposal and ensure that all hard drives are scrubbed clean of data prior to disposal.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TCC01633 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$650.00	3/12/2013	2289	HP	8300	2UA316050J
TCC01634 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$650.00	3/12/2013	2289	HP	8300	2UA316050D
TCC01640 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$650.00	3/12/2013	2289	HP	8300	2UA316050Y
TCC01665 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$650.00	4/26/2013	2823	HP	8300	2UA3201JCP
TCC01676 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$650.00	4/26/2013	2823	HP	8300	2UA3201JCJ
TCC01684 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	9/16/2013	4135	HP	8300	MXL3391DL9
TCC01710 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	9/16/2013	4135	HP	8300	MXL3391DMW
TCC01715 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	9/16/2013	4135	HP	8300	MXL3391DKQ
TCC01735 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	9/16/2013	4135	HP	8300	MXL3391DKG
TCC01740 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	9/16/2013	4135	HP	8300	MXL3391DKF
TCC02000 SmartOnline 8kVA On-line Double-conversion UPS, 6U	01-80400520-540901005	\$3,985.02	4/17/2015	1/26/2015	8424	HP	2428FLCPS864300034
TCC03138 TYPEWRITER	<none>	\$695.00		6/19/2001	166922	IBM	1500 11WN453
TCC05259 PRINTER, HP LJ 4050N	128424	\$1,402.00	1/27/2000	157932	HP	4050N	USQC053719
TCC05883 SCANNER, 1240U, PHOTO	<none>	\$232.06	3/1/2001	164789	EPSON	PERFECTION 1240U, PHOTO	CU9X007731
TCC06760 LASER DISC PLAYER	<none>	\$600.00	1/1/1996		PIONEER	LD-V4400	3919141
TCC06765 CPU,486,16mb,0.4gig,66mhzFITNE	<none>	\$1,250.00	2/23/1995		FULD	CPU,486,16mb,0.4gig,66mhz	
TCC10684 LASER DISC PLAYER	<none>	\$600.00	1/1/1997		PIONEER	LD-V4400	3920010
TCC10846 INSP./CLEANER VIDEOTAPE	<none>	\$1,600.00	1/1/1980	NA	RTI	117	0786
TCC11174 PRINTER, HP LJ 4000N	<none>	\$3,100.00	1/1/1997		HP	4000N	
TCC11326 ENLARGER READER	<none>	\$2,300.00	1/1/1997		HUMANWARE	CLEARVIEW	
TCC15649 SPRINT R910 MOBILE HOTSPOT	<none>	\$0.00					
TCC15652 SPRINT R910 MOBILE HOTSPOT	<none>	\$0.00					
TCC15653 SPRINT R910 MOBILE HOTSPOT	<none>	\$0.00					
TCC15654 SPRINT R910 MOBILE HOTSPOT	<none>	\$0.00					
TCC15659 SPRINT R910 MOBILE HOTSPOT	<none>	\$0.00					
TCC15661 SPRINT R910 MOBILE HOTSPOT	<none>	\$0.00					
TCC15933 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440384920
TCC15934 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440384631
TCC15939 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388715
TCC15941 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388731
TCC15942 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440386198
TCC15944 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440386347
TCC15945 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440384672
TCC15946 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388780
TCC15948 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440385471
TCC15950 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440386487
TCC15951 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440386156
TCC15952 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440386115
TCC15956 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440384342
TCC15957 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440384813
TCC15958 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440379011
TCC15960 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440387998
TCC15961 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440382429
TCC15962 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388822
TCC15963 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388178
TCC15971 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388814
TCC15974 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388970
TCC15975 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440388947
TCC15978 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440384367
TCC15982 SPRINT MOBILE HOT SPOT	<none>	\$0.00					990012440387766
TCC19249 TELEVISION,PANASONIC,20" TV/DVD/VCR	124427	\$285.00	8/24/2005	8/17/2005	188261	PANASONIC	PV-DF2035 D5AA23336
TCC19557 TELEVISION,PANASONIC,PV-DF 2035 20",TV/DVD/VCR	124427	\$291.00	3/21/2006	3/3/2006	190735	PANASONIC	PV-DF 2035 L5AA41153
TCC20556 MEASURENET CONTROLLER,MNC-100	111220	\$1,650.00	8/22/2006	6/20/2006	192226		MMDS-W-102 N/A
TCC20610 PRINTER,CLJ 3600N	111220	\$585.00	6/20/2006	6/2/2006	192039	HP	3600N CNRBB44948
TCC21308 MONITOR,HP,L1906,19",FLAT PANEL	184597	\$241.00	5/16/2007	3/27/2006	196872	HP	L1906 - PX850AA CND71729J2
TCC21962 NB, HP 2710P TABLET PC	181572	\$1,549.00	6/25/2008	201609	HP	RM273UA	2CE8236TLZ
TCC21987 MONITOR, L1750 17"	124231	\$220.00	7/25/2008	202151	HP	L1750	CNC820PM68

TCC22051 MONITOR, L1750 17"	124231	\$220.00	7/25/2008	202176	HP	L1750	CNC820PM6C
TCC22944 PRINTER, HP COLOR LASERJET PRINTER CM2320r	279587	\$661.00	3/10/2009	205457	HP	CM2320NF	CNB986R8LX
TCC22963 CPU, HP DC7900 ULTR-SLIM DESKTOP	124231	\$788.00	3/26/2009	205369	HP	KR654UT	MXL90300N9
TCC23083 CPU, HP COMPAQ ELITE 8300 CMT	<none>	\$691.00	11/19/2013	4685	HP	8300	MXL3481S1N
TCC23175 MONITOR,HP FLAT PANEL,17"	184580	\$120.00	6/3/2009	206481	HP	GS917AA	CNC911PY0S
TCC23381 HIGH-CLEAR FRESNEL LENSE	<none>	\$0.00					
TCC23419 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92002RX
TCC23474 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92018Y3
TCC23475 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92018Y4
TCC23484 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92018W1
TCC23485 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92018XQ
TCC23566 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92312D0
TCC23659 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ9172FBT
TCC23687 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92017F5
TCC23715 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ91729T6
TCC23717 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92002XT
TCC23723 MONITOR,HP FLAT PANEL,17"	124678	\$115.00	8/6/2009	207322	HP	GS917AB - L1710	3CQ92017H5
TCC23743 MONITOR, VIEWSONIC 22"	124678	\$189.00	8/6/2009	207318	VIEWSONIC	VA2226W	QZR091440529
TCC24621 SMART TECHNOLOGY WXGA PROJECTOR UX60-OF	188679	\$1,834.53	4/28/2010	209224	SMART TECHNOLOGIES INC.	UX60	B012CC26D0183
TCC25785 MONITOR, 17" LCD LE1711	124231	\$115.00	3/17/2011	214095	HP	LE711	3CQ104B029
TCC25802 MONITOR, 17" LCD LE1711	124231	\$115.00	3/17/2011	214095	HP	LE711	3CQ104B4GD
TCC25805 MONITOR, 17" LCD LE1711	124231	\$115.00	3/17/2011	214095	HP	LE711	3CQ104B4H3
TCC25888 MONITOR, HP LA2405WB 24" WIDESCREEN LCD #N1	184597	\$230.00	6/9/2011	215207	HP	LA2405WB	CN411912BP
TCC25930 AV, LG 42" LCD MONITOR	<none>	\$620.00	5/19/2011	215090		42LK450	104WTRE4D094
TCC25995 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509Q2
TCC26000 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509Q4
TCC26001 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509P0
TCC26025 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509LV
TCC26039 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509L4
TCC26040 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509KF
TCC26050 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509KR
TCC26069 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509LQ
TCC26071 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509NR
TCC26078 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509JJ
TCC26117 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509MH
TCC26135 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509LK
TCC26149 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509QX
TCC26153 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$675.00	8/25/2011	216375	HP	8200	2UA13509QQ
TCC26497 MONITOR, 19" LCD LE1911	124231	\$142.00	1/30/2012	218057	HP	LE911	CNC135QHFC
TCC26508 MONITOR, 19" LCD LE1911	124231	\$142.00	1/30/2012	218057	HP	LE911	CNC135QK5D
TCC26538 NB, HP PROBOOK 4430S #XU013UT#ABA	184580	\$775.00	2/7/2012	218145	HP	4430S / XU014UT	CNU1420NDZ
TCC26615 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JT9
TCC26616 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JQ0
TCC26642 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JT8
TCC26650 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JTH
TCC26661 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JW2
TCC26669 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JRY
TCC26673 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JSN
TCC26689 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JJS0
TCC26697 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	
TCC26702 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	
TCC26708 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	
TCC26719 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	
TCC26731 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	
TCC26764 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JQ9
TCC26773 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JTW
TCC26778 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JVS

TCC26779 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JTM
TCC26783 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JS2
TCC26798 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JV6
TCC26799 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JTL
TCC26800 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JTZ
TCC26805 CPU, HP COMPAQ 8200, 250GB,4GB	124231	\$668.00	1/30/2012	218147	HP	8200	2UA2060JVB
TCC26864 HP COMPAQ 8200 ELITE ULTRA-SLIM DESKTOP	124231	\$650.00	1/27/2012	218130	HP	8200 ELITE ULTRA-SLIM	2UA2081WX1
TCC26877 HP COMPAQ 8200 ELITE ULTRA-SLIM DESKTOP	124231	\$650.00	1/27/2012	218130	HP	8200 ELITE ULTRA-SLIM	2UA2081WWWK
TCC26878 HP COMPAQ 8200 ELITE ULTRA-SLIM DESKTOP	124231	\$650.00	1/27/2012	218130	HP	8200 ELITE ULTRA-SLIM	2UA2081WX3
TCC26880 HP COMPAQ 8200 ELITE ULTRA-SLIM DESKTOP	124231	\$650.00	1/27/2012	218130	HP	8200 ELITE ULTRA-SLIM	2UA2081WWWV
TCC26988 MONITOR, HP 22INCH FLAT PANEL W/SPEAKER BAF	<none>	\$167.00	7/24/2012	000137	HP	LA2205WG	3CQ22114R9
TCC27037 NB, APPLE IPAD W/WIFI, 16GB, BLACK	01-20400510-540901005	\$499.00	8/21/2012	0000472	APPLE	MC705LL/A	DMRJ2H53DJ8T
TCC27107 MON, HP LV2311 LED BACKLIT MONITOR, 23" WIDE	01-80200510-540900505	\$124.00	11/13/2012	0001276	HP	LV2311	6CM2360NF3
TCC27124 CPU, HP 8300 ELITE	01-20400510-540901005	\$650.00	1/3/2013	1615	HP	8300	2UA2490VH3
TCC27139 CPU, HP 8300 ELITE	01-20400510-540901005	\$650.00	1/3/2013	1615	HP	8300	2UA2490VHN
TCC27145 CPU, HP 8300 ELITE	01-20400510-540901005	\$650.00	1/3/2013	1615	HP	8300	2UA2490VJ7
TCC27146 CPU, HP 8300 ELITE	01-20400510-540901005	\$650.00	1/3/2013	1615	HP	8300	2UA2490VJS
TCC27174 MON, HP LV2311 23" WIDESCREEN	01-80200510-540900505	\$124.00	12/4/2012	1421	HP	LV2311	6CM24509VP
TCC27245 AV, SMARTBOARD PROJECTOR	<none>	\$0.00	7/31/2012	217	SMART		B012CD08D0199
TCC27272 AV, SMARTBOARD PROJECTOR	<none>	\$0.00	7/31/2012	217	SMART		B012EB07D0209
TCC27275 AV, SMARTBOARD PROJECTOR	<none>	\$0.00	7/31/2012	217	SMART		B012DL19D0289
TCC27281 AV, SMARTBOARD PROJECTOR	<none>	\$0.00	7/31/2012	217	SMART		B012DL08D0185
TCC27289 AV, SMARTBOARD PROJECTOR	<none>	\$0.00	7/31/2012	217	SMART		B012ED12D0206
TCC27291 AV, SMARTBOARD PROJECTOR	<none>	\$0.00	7/31/2012	217	SMART		B012EB07D0140
TCC27371 CPU, HP 8300 ELITE, SMALL FACTOR FORM	<none>	\$607.00	1/2/2013	1617	HP	8300 MINI	2UA2520J52
TCC27403 CPU, HP 8300 ELITE, SMALL FACTOR FORM	<none>	\$607.00	1/2/2013	1617	HP	8300 MINI	2UA2520J5K
TCC27568 MONITOR, HP LA2006X	01-20400510-540901005	\$133.00	1/2/2013	1617	HP	LA2006X	CNC245QNVJ
TCC27634 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30F8C4A
TCC27635 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30GS3WE
TCC27636 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30FCFKF
TCC27637 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30FCFAB
TCC27638 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30FCGDB
TCC27639 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30FCFHH
TCC27640 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30FXH8P
TCC27641 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30FXFSB
TCC27642 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30GSMXP
TCC27643 NB, SAMSUNG GALAXY TAB 2, 7.0	01-10200530-540901005	\$179.99	3/21/2013	2375	SAMSUNG	GT-P3113	RF2D30GSKSY
TCC27680 CPU, HP COMPAQ ELITE 8300 CMT	<none>	\$689.00	4/8/2013	2554	HP	8300	2UA3160VZX
TCC27686 APPLE, IPAD W/RETINA DISPLAY, 32GB, BLACK	01-20400510-540901005	\$599.00	4/10/2013	2625	APPLE	MD511LL/A	DMQKMKPLF183
TCC27835 SMART DOC CAMERA 450	<none>	\$0.00			SMART	SDC-450	A102EW51A0597
TCC27906 MONITOR, HP ELITE E221, 21.5INCH	01-20400530-540901005	\$167.00	10/16/2013	4411	HP	E221	CNC3380JMK
TCC27978 CPU, HP COMPAQ ELITE 8300 CMT	<none>	\$691.00	11/19/2013	4685	HP	8300	MXL3481S21
TCC27987 CPU, HP COMPAQ ELITE 8300 CMT	<none>	\$691.00	11/19/2013	4685	HP	8300	MXL3481S60
TCC27989 CPU, HP COMPAQ ELITE 8300 CMT	<none>	\$691.00	11/19/2013	4685	HP	8300	MXL3481S24
TCC28011 CPU, HP COMPAQ ELITE 8300 CMT	<none>	\$691.00	11/19/2013	4685	HP	8300	MXL3481S0Z
TCC28012 CPU, HP COMPAQ ELITE 8300 CMT	<none>	\$691.00	11/19/2013	4685	HP	8300	MXL3481S13
TCC28048 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S0R
TCC28050 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S0F
TCC28053 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S0G
TCC28054 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481RZZ
TCC28055 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S0J
TCC28058 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481RZT
TCC28061 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S1C
TCC28065 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S1S
TCC28066 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S1V
TCC28075 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S1M
TCC28081 CPU, HP COMPAQ ELITE 8300 CMT	01-20400510-540901005	\$691.00	11/19/2013	4685	HP	8300	MXL3481S5C

TCC29380 NB, HP 210 G1 NOTEBOOK, 11" MONITOR	01-20400510-540901005	\$575.00 2/20/2015	2/3/2015	8491	HP	210 G1	CND5072P5C
TCC29394 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818L1
TCC29395 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818KV
TCC29399 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LS
TCC29403 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818L8
TCC29416 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LD
TCC29421 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LF
TCC29423 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818L2
TCC29427 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LM
TCC29429 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LN
TCC29432 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818MC
TCC29433 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818M5
TCC29436 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LH
TCC29437 CPU, HP ELITEDESK 800 G1 TWR, SSD, 16GB RAM	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LG
TCC29441 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818M1
TCC29443 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 2/25/2015	2/4/2015	8518	HP	800 G1 TWR	MXL50818LV
TCC29562 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL51232ZY
TCC29564 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL512330F
TCC29566 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL512330C
TCC29568 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL51232ZZ
TCC29569 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL512330H
TCC29571 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL51232ZV
TCC29573 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL5123309
TCC29574 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL51232ZX
TCC29575 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL5123300
TCC29578 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL51232ZQ
TCC29579 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL5123308
TCC29580 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL51232ZR
TCC29582 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL512330D
TCC29586 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL5123302
TCC29587 CPU, HP ELITEDESK 800 G1 USDT	01-20400510-540901005	\$705.00 4/1/2015	2/3/2015	8489	HP	800 G1 USDT	MXL51232ZW
TCC29595 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 4/1/2015	3/10/2015	8969	HP	800 G1 TWR	MXL5120X6J
TCC29599 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 4/1/2015	3/10/2015	8969	HP	800 G1 TWR	MXL5120X65
TCC29605 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 4/1/2015	3/10/2015	8969	HP	800 G1 TWR	MXL5120X6C
TCC29664 MON, HP ELITE DISPLAY E2211 LED	03-70109631-540901005	\$167.00 4/8/2015	3/30/2015	9152	HP	E2211	CNC5030RRS
TCC29859 NB, HP 340 G2 NOTEBOOK, SSD, 8GB RAM	<none>	\$555.00 4/15/2015	3/30/2015	9149	HP	340 G2	5CG5143056
TCC30140 NB, HP 340 G2 NOTEBOOK, SSD, 8GB RAM	01-80100515-540900505	\$625.00 4/29/2015	4/7/2015	9236	HP	340 G2	5CG5161S3S
TCC30181 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216G6
TCC30182 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FG
TCC30183 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FH
TCC30191 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216G9
TCC30192 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216G1
TCC30193 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216F9
TCC30195 CPU, HP ELITEDESK 800 G1 TWR (SSD 16GB)	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FF
TCC30196 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216G0
TCC30199 CPU, HP ELITEDESK 800 G1 TWR, SSD 16GB RAM	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FN
TCC30200 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FJ
TCC30202 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FK
TCC30203 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FP
TCC30204 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FX
TCC30206 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FC
TCC30209 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FM
TCC30212 CPU, HP ELITEDESK 800 G1 TWR	03-70109631-540901005	\$699.00 6/8/2015	5/19/2015	9813	HP	800 G1	MXL52216FV
TCC30215 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215ML
TCC30216 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215M5
TCC30219 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LG
TCC30222 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LC

TCC30226 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LJ
TCC30227 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MB
TCC30228 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LD
TCC30229 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LM
TCC30230 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LX
TCC30235 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215N1
TCC30237 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MJ
TCC30239 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MZ
TCC30240 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MT
TCC30243 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LP
TCC30245 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MF
TCC30246 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MX
TCC30247 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215M0
TCC30248 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MM
TCC30250 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215LY
TCC30251 CPU, HP ELITEDESK 800 G1 USDT	<none>	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MS
TCC30261 CPU, HP ELITEDESK 800 G1 USDT	03-70109631-540901005	\$705.00 6/8/2015	5/19/2015	9813	HP	800 G1 USDT	MXL52215MY
TCC30597 MON, HP E2211 ELITE DISPLAY	01-20400510-540901005	\$167.00 8/24/2015	8/18/2015	10505	HP	E2211	CNC50506VC
TCC30607 MON, HP E2211 ELITE DISPLAY	01-20400510-540901005	\$167.00 8/24/2015	8/18/2015	10505	HP	E2211	CNC5200NHC
TCC30902 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MLB
TCC30908 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MLM
TCC30909 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MLL
TCC30912 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MM4
TCC30914 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMS
TCC30919 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMC
TCC30921 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMB
TCC30922 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MKY
TCC30927 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MKX
TCC30939 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MK7
TCC30944 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MKK
TCC30945 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMQ
TCC30947 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MLG
TCC30948 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450ML0
TCC30951 CPU, HP ELITEDESK 800 G1 TWR, 16GB RAM	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450ML4
TCC30979 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMX
TCC30980 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMY
TCC30981 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMV
TCC30982 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MK5
TCC30983 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MKL
TCC30984 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MK8
TCC30986 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MN9
TCC30989 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450ML6
TCC30990 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MKN
TCC30991 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450ML5
TCC30992 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MMG
TCC30995 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450MLP
TCC30996 CPU, HP ELITEDESK 800 G1 TWR	01-20400510-540901005	\$699.00 11/9/2015	10/23/2015	11056	HP	800 G1 TWR	MXL5450ML1
TCC31092 CAMERA, SURROUND VIDEO OMNI-DIRECTIONAL I# <none>		\$1,219.00 12/17/2015	12/9/2015	11422	ARECONT VISION	AV-12176DN-NL	00-1A-07-12-4D-4B
TCC31123 CAMERA, SURROUND VIDEO OMNI-DIRECTIONAL I# <none>		\$1,219.00 12/17/2015	12/9/2015	11422	ARECONT VISION	AV-12176DN-NL	01-1A-07-12-4C-CB
TCC31126 CAMERA, SURROUND VIDEO OMNI-DIRECTIONAL I# <none>		\$1,219.00 12/17/2015	12/9/2015	11422	ARECONT VISION	AV-12176DN-NL	00-1A-07-12-4C-B5
TCC31223 AV, EPSON BRIGHTLINK PRO 1430WI INTERACTIVE	03-70102015-580400025	\$2,328.00 1/8/2016	1/5/2016	11534	EPSON	H665A	V47F590313L
TCC31224 AV, EPSON BRIGHTLINK PRO 1430WI INTERACTIVE	03-70102015-580400025	\$2,328.00 1/8/2016	1/5/2016	11534	EPSON	H665A	V47F590306L
TCC31319 CPU, HP ELITEDESK 800 G2 SFF	01-20400510-540901005	\$699.00 4/12/2016	3/24/2016	12223	HP	800 G2 SFF	MXL6123JM1
TCC31618 CPU, HP ELITEDESK 800 G2 TWR	01-20400510-540901005	\$693.00	10/17/2016	13648	HP	800 G2 TWR	MXL6430GHK
TCC31622 CPU, HP ELITEDESK 800 G2 TWR	01-20400510-540901005	\$693.00	10/17/2016	13648	HP	800 G2 TWR	MXL6430GHM
TCC31625 CPU, HP ELITEDESK 800 G2 TWR	01-20400510-540901005	\$693.00	10/17/2016	13648	HP	800 G2 TWR	MXL6430GK2
TCC31626 CPU, HP ELITEDESK 800 G2 TWR	01-20400510-540901005	\$693.00	10/17/2016	13648	HP	800 G2 TWR	MXL6430GKH

TCC32243	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-37-49	
TCC32248	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-37-88	
TCC32258	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-38-15	
TCC32261	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-38-07	
TCC32265	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-38-0E	
TCC32266	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-38-1D	
TCC32269	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-38-0A	
TCC32270	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-38-06	
TCC32274	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-37-98	
TCC32280	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-38-3A	
TCC32282	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-37-8E	
TCC32288	AV12276DN-NL Omni-directional Camera	<none>	\$1,500.00	6/6/2017	15231	ARECONT VISION	AV-12276DN-NL	00-1A-07-14-37-80	
TCC32460	CPU, HP ELITEDESK 800 G3 SFF	01-20400510-540901005	\$651.00	11/20/2017	10/24/2017	16273	HP	800 G3 SFF	MXL7441Q5Q
TCC32738	CPU, HP ELITEDESK 800 G3 SFF	01-20400510-540901005	\$651.00	1/29/2018	1/17/2018	16834	HP	800 G3 SFF	MXL8031NL8
TCC33836	HPE DL380 GEN10 4110 1P 8SFF SOLN SVR	01-80100545-580500010	\$6,309.67	3/20/2019	3/14/2019	20226	HP	DL380 GEN10	2M290902LK
TCC35134	SPRINT MIFI HOTSPOT	<none>	\$0.00					NOVMF8000KIT	90012440234083
TCC35136	SPRINT MIFI HOTSPOT	<none>	\$0.00					NOVMF8000KIT	990012440235049
TCC35139	SPRINT MIFI HOTSPOT	<none>	\$0.00					NOVMF8000KIT	990012440237201
TCC35696	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440735683
TCC35699	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440735865
TCC35700	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440735758
TCC35701	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440735311
TCC35704	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	90012440733563
TCC35705	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440733746
TCC35708	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440733316
TCC35711	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440734025
TCC35714	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440727904
TCC35715	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440734074
TCC35717	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440734728
TCC35718	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440733985
TCC35720	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440734009
TCC35721	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440733944
TCC35722	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440734033
TCC35728	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440734058
TCC35730	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440723911
TCC35731	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440729488
TCC35733	SPRINT MIFI HOTSPOT	<none>	\$0.00	9/9/2020				NOVMF8000KIT	990012440726963
TCC42742	ELECTRIC DUSTER .5 HP	124427	\$42.00	3/26/2003		177038	NA	DTV-ED3C	NA
TCC48737	OVERHEAD PROJECTOR	<none>	\$0.00				NA	NA	898975
TCC49136	NB,HEWLETT PACKARD, NX9010, P4,40GB,512MB	181719549.011	\$1,400.00	8/12/2004	5/21/2004	182267	COMPAQ	NX9010	2UA427P0QF

Asset	Description	Account	Cost Install	Date Install	Date Purchased	PO Number	Manufacturer	Model Number	Serial Number
TCC04014	NB-ARMADA	634965	\$2,524.00		6/1/1998	147905	COMPAQ	1590DMT	J817BRX8R860
TCC05759	CAMERA,SONY DIGITAL	619891	\$686.00		1/19/2001	164387	SONY	SONY MAVICA MVC FD90	135406
TCC20737	MONITOR,HP,L1740,17",FLAT PANEL	619899	\$230.00	8/18/2006	7/14/2006	192589	HP	L1740 - PX849AA	CNC627PPB7
TCC20893	PRINTER,HP D4160 INKJET	628949	\$66.75	10/23/2006	10/6/2006	193736	HP	D4160	TH67P826FQ
TCC21615	APPLE,IMAC,20",2.0GHZ,1GB RAM,250GB HD	619899	\$854.00	10/22/2007	7/27/2007	197582	APPLE COMPUTER	MA710LL/A	W87370PMWRQ
TCC21616	APPLE,IMAC,20",2.0GHZ,1GB RAM,250GB HD	619899	\$854.00	10/22/2007	7/27/2007	197582	APPLE COMPUTER	MA710LL/A	W87370QDWRQ
TCC21799	PRINTER, HP LJ P1505	619899	\$187.00	4/4/2008	3/18/2008	200528	HP	P1505	CNBK210133
TCC21802	PRINTER, HP LJ P1505	619899	\$187.00	4/4/2008	3/18/2008	200528	HP	P1505	CNBK210141
TCC21809	PRINTER, HP LJ P1505	619899	\$187.00	4/4/2008	3/18/2008	200528	HP	P1505	CNBK210124
TCC22141	MONITOR, L1750 17"	619899	\$220.00		7/25/2008	202177	HP	L1750	3CQ8260Y2B
TCC22275	MONITOR, VIEWSONIC 22"	619899	\$216.00	11/4/2008	10/17/2008	203526	VIEWSONIC	VA2226W	QZR083762671
TCC22299	MONITOR, VIEWSONIC 22"	619899	\$216.00	11/4/2008	10/17/2008	203526	VIEWSONIC	VA2226W	QZR083762643
TCC22307	MONITOR, VIEWSONIC 22"	619899	\$216.00	11/4/2008	10/17/2008	203526	VIEWSONIC	VA2226W	QZR083762661
TCC22327	MONITOR, VIEWSONIC 22"	619899	\$216.00	11/4/2008	10/17/2008	203526	VIEWSONIC	VA2226W	QZR083762657
TCC22357	MONITOR, VIEWSONIC 22"	619899	\$216.00	11/4/2008	10/17/2008	203526	VIEWSONIC	VA2226W	QZR083762690
TCC22368	CPU,HP XW4600, 250GB, 4GBRAM, WORKSTATION	619899	\$1,387.00	11/3/2008	10/17/2008	203524	HP	XW4600	2UA84404CG
TCC22400	CPU,HP DC7900, 160GB, 2GBRAM	619899	\$675.00	11/24/2008	10/29/2008	203691	HEWLETT PACKARD	DC7900	2UA8450H1N
TCC22521	MONITOR, HP FLAT PANEL DISPLAY	619899	\$160.00	12/9/2008	10/29/2008	203691	HP	1710	3CQ84025KV
TCC22539	MONITOR, 17" FLAT PANEL DISPLAY	619899	\$160.00	12/9/2008	10/29/2008	203691	HP	1710	3CQ84025MD
TCC22541	MONITOR, 17" FLAT PANEL DISPLAY	619899	\$160.00	12/9/2008	10/29/2008	203691	HP	1710	3CQ84025L5
TCC22554	CPU,HP DC7900, 160GB, 2GBRAM	619899	\$675.00	12/9/2008	10/29/2008	203691	HEWLETT PACKARD	DC7900	2UA8450HK9
TCC25935	APPLE I-PAD WI-FI 64GB BLACK/USA MC916LL/A	FOUNDATION	\$836.75		7/20/2011	215391	APPLE COMPUTER	MC916LL/A	DLXG39ARDFJ0
TCC26695	CPU, HP COMPAQ 8200, 250GB,4GB	613764	\$668.00		2/28/2012	215838	HP	8200	2UA21014TS
TCC27108	MON, HP LV2311 LED BACKLIT MONITOR, 23" WIDESCREEN (GRANT)	06-80205002-540900505	\$124.00		11/13/2012	0001280	HP	LV2311	6CM2360MVP
TCC27109	MON, HP LV2311 LED BACKLIT MONITOR, 23" WIDESCREEN (GRANT)	06-80205002-540900505	\$124.00		11/13/2012	0001280	HP	LV2311	6CM2360MVQ
TCC27177	AV, SMARTBOARD PROJECTOR	06-10300540-540901005	\$0.00		7/31/2012	217	SMART		B012EB07D0137
TCC27183	AV, SMARTBOARD PROJECTOR	06-10300540-540901005	\$0.00		7/31/2012	217	SMART		B012EB07D0135
TCC27246	AV, SMARTBOARD PROJECTOR	06-10300540-540901005	\$0.00		7/31/2012	217	SMART		B012EB07D0208
TCC27315	AV, SMARTBOARD PROJECTOR	06-10300540-540901005	\$0.00		7/31/2012	217	SMART		B012DL09D0387
TCC27316	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A027273
TCC27317	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A027314
TCC27322	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A027276
TCC27330	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A027229
TCC27334	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A027355
TCC27335	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A027232
TCC27355	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A027288
TCC27361	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A025814
TCC27364	AV, SMART BOARD 87" UNIFIED SOLUTION	06-10300540-540901005	\$3,610.95		7/31/2012	217	SMART	SBX885IX	SBX885-M2-A025626
TCC27818	CPU, HP Z220 CMT WORKSTATION	06-10300540-540901005	\$1,063.00		9/9/2013	4088	HP	Z220	2UA3391HLS
TCC27820	CPU, HP Z220 CMT WORKSTATION	06-10300540-540901005	\$1,063.00		9/9/2013	4088	HP	Z220	2UA3391HLR
TCC27821	CPU, HP Z220 CMT WORKSTATION	06-10300540-540901005	\$1,063.00		9/9/2013	4088	HP	Z220	2UA3391HLP
TCC27822	CPU, HP Z220 CMT WORKSTATION	06-10300540-540901005	\$1,063.00		9/3/2013	4038	HP	Z220	2UA3391HLG
TCC27823	CPU, HP Z220 CMT WORKSTATION	06-10300540-540901005	\$1,063.00		9/3/2013	4038	HP	Z220	2UA3391HLH
TCC29125	87" SMART BOARD	06-20905020-540901005	\$4,850.00	1/5/2015	12/22/2014	8231	SMART	SBX885	SBX885-M2-A079268
TCC31707	NB, HP 430 G4 LAPTOP	06-10900525-540901005	\$521.00	1/4/2017	12/6/2016	14000	HP	430 G4	5CD65030C8
TCC31953	AV, EPSON BRIGHTLINK PRO 1430WI PROJECTOR	06-10900525-540901005	\$2,990.00	3/10/2017	1/4/2017	14152	EPSON	1430WI	V47F640238L
TCC32891	AV, EPSON BRIGHTLINK PRO 14070UI PROJECTPR	06-10605002-580600005	\$5,775.00	4/2/2018	3/13/2018	17435	EPSON	1470UI	X55A820072L
TCC33145	NB, HP CHROMEBOOK 11 G6 EE, 11.6" LCD	06-10605002-540100210	\$224.00	6/28/2018	6/5/2018	18052	HP	CHROMEBOOK 11 G6 EE	5CD8191JFG
TCC33156	NB, HP CHROMEBOOK 11 G6 EE, 11.6" LCD	06-10605002-540100210	\$224.00	6/28/2018	6/5/2018	18052	HP	CHROMEBOOK 11 G6 EE	5CD8191GD7
TCC33241	NB, HP CHROMEBOOK 11 G6 EE, 11.6" LCD	06-10605002-540100210	\$224.00	6/29/2018	6/5/2018	18052	HP	CHROMEBOOK 11 G6 EE	5CD8191HTX
TCC34708	PRINTER, HP LJ 4050N	629963	\$1,098.00		7/10/2000	161323	HP	4050N	USBG002637
TCC42639	RAPID PRINT TIME RECORDER	628949	\$305.75		1/18/2007	194877			NA
TCC48705	AV, DVD/VCR COMBO UNIT TOSHIBA	619899	\$90.00		11/23/2005	189513	TOSHIBA	SDV393	AD15756925
TCC49363	MONITOR,HEWLETT PACKARD,FLAT PANEL,17"	613066	\$364.00	2/1/2005	1/24/2005	185179	HP	HP L1702 FLATPANEL	CNN4502449

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

Meeting of September 27, 2022

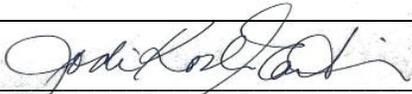
ACTION EXHIBIT NO. 16801

SUBJECT: AGREEMENT WITH 5 STAR INTERPRETING

RECOMMENDATION: Request that the Board of Trustees approve the Agreement with 5 Star Interpreting, (previously known as the Chicago Area Interpreter Referral Service CAIRS). This Agreement is effective as of July 1, 2022, and will remain in effect until either party modifies or cancels the Agreement. An estimate of the annual cost for this service, based on previous years, is \$80,000.

RATIONALE: The College uses 5 Star Interpreting services to provide sign language interpreting services for students who communicate using sign language due to a disability in classes and campus events. The vendor did not provide the contract in time for timely Board approval.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No



RATES AND POLICIES

Post Secondary Academic Calendar 2022-2023

1) Parties

_____ (“Service Requestor”) desires sign language interpreting services, and 5 Star Interpreting (“Service Provider”) is in the business of providing sign language interpreting services. Service Requestor and Service Provider are collectively the “Parties.”

The Parties hereby enter into this agreement (“Agreement”) for the interpreting services of a qualified Sign Language interpreter (“Interpreter”), for the benefit of one or more Deaf or Hard of Hearing individual(s) (“Client”).

Service Provider’s Office Hours are 9:00AM - 5:00 PM CST, Monday - Friday (“Business Hours”).

Service Provider’s Office is closed on the following holidays: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

If a holiday falls on a Saturday, the office will be closed the preceding Friday. If a holiday falls on a Sunday, the office will be closed the following Monday.

2) Services

Service Provider provides certified and qualified Interpreters who, in Service Provider’s belief, best fit the needs of a given Service Request.

3) Rate Agreement

- a) Service Rates. On-Site and Remote Interpreting Assignments will be billed at service rates found in table 3(b) below. Rates are applicable for up to two hours of service. **Any assignment which exceeds two hours will be billed in fifteen (15) minute increments at the applicable rate as defined in Section 3(b).**

b) Rate Sheet. All rates are per interpreter, per assignment.

Rate Type	Billable Rate for up to two hours per interpreter	Description
Standard Rate	\$128.00	Any assignment that takes place between the hours of 8:00 AM to 5:00 PM on weekdays (Monday through Friday, excluding holidays listed below under "Holiday Rate").
Differential Rate	\$140.00	Any assignment that takes place outside of the hours of 8:00 AM to 5:00 PM on weekdays (Monday - Friday, excluding holidays listed below under "Holiday Rate").
Holiday Rate	\$192.00	Any assignment that takes place on any of the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
Legal Consulting	\$160.00	Any assignment where legal counsel is present, but no official recording is taken, These assignments may include intake interviews, advice, and counsel in attorney offices, settlement conferences, and other discussions, conversations, and meetings with attorneys present.
Legal Recording	\$194.00	Any assignment where an official legal recording is taken or there is an independent fact finder present or presiding. These assignments include depositions, recordings, arbitration proceedings, court proceedings, and trials
Tactile/Trilingual	\$144.00	Any assignment which serves DeafBlind consumers, or includes a third language besides ASL and English.
Performance	\$156.00	Any assignment which includes a scripted live performance for an audience. Performance assignments will also add an additional two hours of prep time for script review and practice.
Recorded and/or Livestreamed	\$156.00	Any assignment that is recorded or livestreamed and may be used at a later date.
Short Notice Fee	\$70.00 Flat Fee per interpreter	Any assignment request received with less than two business days notice. See Appendix A for more information.
Emergency Fee	\$75.00 Flat Fee per interpreter	Any assignment request received with less than one business day notice. See Appendix A for more information.
After Hours Fee	\$90.00 Flat Fee per interpreter	Any assignment request received after business hours for services prior to or on the next business day. See Appendix A for more information.

- c) Rate Sheet Adjustments. To account for inflation, Service Provider reserves the right to adjust rates up to three (3) percent % on an annual basis. Adjustments will be communicated in writing to Service Requester prior to scheduling interpreting services.
- a) Rate Differentials. Requests for assignments which begin or end outside of Business Hours (8:00 AM to 5:00 PM on weekdays) may be subject to a rate differential of up to an additional \$6/hour for the entirety of the time billed. Differential rates will only be billed with Service Requestor's prior approval. Holiday rates will be billed at 1.5x the applicable rate(s).
- d) Travel Time Compensation: Requests for locations which have a low concentration of available interpreters or with less than 1 business day of notice will incur travel time compensation. Travel time will be billed at \$64/hour for up to three hours. Requests given with more than 1 business day will only have travel billed with Service Requestor's prior approval. See Appendix A for more information.
- e) Overtime Requests. Assignments that exceed the originally requested time by more than 30 minutes may result in the creation of a new request with Emergency Fees. Overtime availability is not guaranteed.
- f) Quotes Upon Request. Service Provider will provide a total quote to Service Requestor upon request prior to Service Provider's confirmation of service request.

4) Assignment Terms

- a) Assignment Start and End Times. Scheduled time will not always reflect the billed time. An assignment will begin at the time scheduled and will end at the time when neither the Service Requestor nor the Client needs the Interpreter(s) and both the Service Requestor and the Client has excused the Interpreter(s). If one or more Interpreter(s) arrives late, the start time will begin at that Interpreter's arrival. If either Service Requestor or Client requests that Interpreter begin services earlier than the originally scheduled time, the billing time will begin when Interpreter was requested to begin services. If Interpreter(s) arrive on time and are able to interpret as of the Assignment start time, but Client or Service Requestor is late, the billing time will begin as of the scheduled Assignment start time.
- b) Untimely Cancellations. An Untimely Cancellation occurs when an Assignment is confirmed by the Parties, but (a) the Assignment is canceled by Service Requestor less than two full business days prior to the beginning of the assignment; or (b) the Client and/or Service Requestor does not appear at the Assignment. Untimely Cancellations will be billed in entirety (See 4(d)).
- c) Alterations to Scheduled Assignments:
 - i) Any changes to a scheduled interpreter assignment with less than two full business days prior notice, but more than one full business day prior will result in cancellation of the original assignment with full charge and the creation of a new assignment with a Short-Notice Fee.
 - ii) Any changes to a scheduled interpreter assignment with less than one full business day prior notice will result in cancellation of the original assignment with full charge and the creation of a new assignment with an Emergency Fee and Travel Time Fee to and

from the assignment.

- iii) If an interpreter is at the location of a scheduled assignment and other emergency assignment requests are made for the same location, Emergency or After-Hours fees will apply to all additional assignments, but Travel Time fees will only apply to the first and last assignment (to and from the assignment location, with a maximum of three hours travel per assignment).
- d) Time Billed. Except in the event of an Untimely Cancellation as defined in Section 5(b), invoices will reflect the actual time billed for services rendered under the Agreement. In the event of an Untimely Cancellation, invoices will reflect the full duration of the assignment request. Once an interpreter is secured by 5 Star Interpreting, Service Requester is responsible for all charges.
- e) Duty of Service Provider. Neither Service Provider nor any Interpreter that Service Provider may assign to an Assignment are responsible for ensuring Client or Service Requester is in attendance at any Assignment.
- f) Team Assignments. If an Assignment is (a) scheduled longer than one (1) hour; AND (b) is expected to require a steady process of interpreting (e.g. a workshop or a presentation), then a team of two or more interpreters may be necessary. To the extent possible, Service Requestor should request team interpreting in advance. Service Provider retains full discretion to determine whether a team of two or more interpreters is necessary for any Assignment, whether or not requested in advance by Service Requestor. In the event two or more Interpreters are needed for any Assignment, Service Provider will bill Service Requestor at the Standard Rate or the Differential Rate, whichever is applicable, for each of the Interpreters.

5) Invoices & Payment

- a) Sending Invoices. Service Provider will send Service Requester invoice(s) by email by the 1st and 16th of each month. Service Requester will provide an email address to receive invoices. Service Requestor acknowledges that it is Service Requestor's obligation to communicate with Service Provider any change in email address.
- b) Remitting Payments. All invoices may be paid by credit card online, electronic payment, or by check. Service Provider will provide to Service Requestor all information for electronic payment, if applicable. Payments by check are to be sent to the following address:

5 Star Interpreting Chicago
PO Box 778861
Chicago, IL 60677
- c) Payment Terms. All invoices are due within thirty (30) calendar days of the invoice date.
- d) Late Payments. If Service Requester fails to pay any invoice in full within thirty (30) days of the invoice date, any and all discounts, if applicable, will be voided, and Service Provider may apply, within its discretion, a late fee of up to five (5) percent to any outstanding balance for each month that the balance remains outstanding.
- e) Legal Action. Service Provider reserves the right to pursue any outstanding balances for services rendered under this Agreement. The prevailing party in any legal action so brought shall be

allowed to recover their reasonable attorney fees and costs of the action.

6) Requesting Sign Language Interpreting Services

- a) Submitting a Request. Service Requester may make a request to Service Provider through the following methods:
- i) Website: www.5starinterpreting.com/request-an-interpreter
 - ii) Email: info@5starinterpreting.com
 - iii) Phone: 312-895-4300
- b) Required Information. The following information is required to request a sign language interpreter. **Lack of detailed information may result in a delay of processing the request.**
- i) Customer ID # and name of company/organization
 - ii) Requestor's contact information (name, phone number, email address)
 - iii) In-person or Video Remote Interpreting (VRI)
 - iv) Assignment location (FULL building name & address, floor/room/suite #, or VRI link)
 - v) Date of assignment
 - vi) Start and end time of assignment
 - vii) Name(s) of all Deaf consumer(s)
 - viii) Roles(s) of all Deaf consumer(s) (i.e., attendee, parent, presenter, patient, etc.)
 - ix) Assignment type and description (be as detailed as possible)
 - (1) If the assignment is medical in nature, please include medical provider's name and whether a treatment or diagnosis will occur.
 - x) Deaf consumer language preferences if known
 - xi) Day of assignment contact name and phone number
 - xii) Will assignment be recorded or livestreamed?
- c) Receiving Requests. All next-day assignments must be received by no later than 4:00 PM to be processed on the same day. Service Provider will send confirmation as an Interpreter is secured. All jobs are assignment-specific, not time-specific (i.e., an interpreter requested to interpret a staff meeting cannot then be asked to interpret a private supervisor and employee meeting unless both were originally requested for the same assignment). Once an interpreter is secured, the assignment is considered billable.

7) Confidentiality

- a) Interpreter Standards of Confidentiality. Whether or not required by an Interpreter Code of Ethics, Service Provider requires that its Interpreters maintain confidential any information acquired through assignment.
- b) Further Standards of Confidentiality. In the event Service Requestor is obligated to hold confidential any information received or transmitted during an Assignment, it is Service Requestor's obligation to inform Service Provider or any assigned Interpreter(s) of Service Requestor's obligations and any statute, regulation, or rule under which such information is to be held confidential, including but not limited to the Hitech Act, the Health Insurance Portability and Accountability Act, or any terms, conditions, provisions, and covenants of an agreement that may apply to the Assignments.

8) Rights to Tax Credit

Service Requester may qualify for an annual tax credit between \$250.00 - \$10,000 for all reasonable accommodations expenditures under the Americans with Disabilities Act.

For more information, click on the following link: [IRS Form 8826 and the Tax Incentives Packet](#).

The information provided by Service Provider in this Section 8 for informational purposes only and does not provide any warranty or guarantee as to Service Requestor's eligibility for a tax credit. Service Requestor is advised to consult a competent attorney or financial professor regarding its tax obligations.

9) Consequential Damages; Limitations on Claims

In no event shall either Party be liable for consequential, incidental, indirect or punitive loss, damage or expenses (including but not limited to business interruption, lost business, or lost savings) even if it has been advised of their possible existence.

10) Notices

All notices and demands which either party is required or desires to give to the other shall be given in writing by personal delivery, by express courier service, by certified mail, return receipt requested, by secure email transmission with proof of receipt by the addressee, or as modified by said party. All such notices or demands shall be effective upon receipt by the party to whom notice or demand is being given; except that all notices given by mail shall be effective on the third business day after mailing.

11) Complete Agreement

This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter thereof and supersedes and merges all prior proposals and agreements, oral or written, between the Parties with respect to the subject matter hereof. This agreement may not be modified except by a written instrument duly executed by the Parties hereto.

12) Miscellaneous

- a) Headings and Subsections. Section headings are provided for the convenience of reference and do not constitute part of this Agreement. Any references to a particular section of this Agreement shall be deemed to include reference to any and all subsections thereof.
- b) Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- c) Assignment. Service Requestor may not assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of Service Provider, which consent shall not be unreasonably withheld or delayed. In any event, an assignee

of either Party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning Party set forth in this agreement.

- d) No Third Party Benefit. The Provisions of this Agreement are for the sole benefit of the Parties hereto. This Agreement confers no rights, benefits, or claims upon any person or entity not a Party hereto.
- e) Independent Contractors. The Parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by Service Requestor shall work exclusively for Service Requestor and shall not, for any purpose be considered employees or agents of Service Provider. Service Requestor shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.
- f) No Construction against Drafter. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.
- g) Force Majeure. Either Party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control either of the excused Party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot, or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, pandemic, severe weather or other act of God, or shortage of labor or fuel or raw materials.
- h) Governing Law, Jurisdiction, and Venue. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Illinois, without giving effect to conflict of laws rules. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the state or federal courts of the Cook County, Illinois, and each of the Parties hereby irrevocably (a) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, (b) waives any claim that any such courts lack personal jurisdiction over it, and agrees not to plead or claim, in any legal action proceeding with respect to this Agreement in any such courts, that such courts lack personal jurisdiction over it and (c) waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the aforesaid courts and hereby further irrevocably, to the extent permitted by applicable law, waives its rights to plead or claim and agrees not to plead or claim in any such courts that any such action or proceeding brought in any such courts has been brought in an inconvenient forum.
- i) Arbitration. The Parties will attempt to settle any dispute, claim or controversy arising out of this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation by promptly conferring in negotiations between representatives of both Parties who have authority to settle the controversy. Any remaining controversy between the parties to this Agreement involving the construction or application of any of the terms or conditions of this Agreement, will, on the written request of one party served on the other, be submitted to arbitration. The arbitration proceeding will comply with and be governed by the provisions of the Illinois Uniform Arbitration

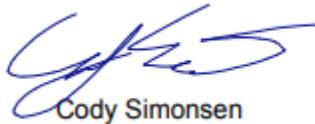
Act, Illinois Code 710 ILCS 5/1, et seq. The parties will work together in good faith to select an impartial arbitrator that is agreeable to both parties. The parties are entitled to be represented by legal counsel at any arbitration hearing, and each party shall be responsible for its own attorneys' fees unless otherwise decided by the arbitrator. The parties agree that either party may specifically enforce this section, and submission to arbitration may be compelled by any court of competent jurisdiction. The parties further acknowledge and agree that the decision of the arbitrators may be specifically enforced by either party in any court of competent jurisdiction.

- j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

-THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement as of the date first written above.

By:



Printed Name:

Cody Simonsen

Relationship Director

By:

Printed Name:

Mark R. Stephens

Title:

Board Chairman

Phone Number:

(708) 456-0300, ext. 3201

Date:

Billing Contact:

Name:

Deborah Kaczmarek

Company Address:

2000 5th Ave, River Grove, IL 60171

Email Address:

deborahkaczmarek@triton.edu

Phone Number:

(708) 456-0300 ext. 3854

Mentoring Verification Form

5 Star Interpreting strives to support the interpreter community through various means, including, but not limited to, partnering with Interpreter Training Programs (ITPs) in the Practicum component of their degree and certificate programs. In doing so, student interpreter interns are paired with licensed mentor interpreters on 5 Star Interpreting assignments, for the purpose of observing the work of the mentor and/or performing some or all of the interpreting work in a supervised environment. To foster mentoring relationships coincides with our mission "to improve the overall wellbeing of the Deaf and Hard of Hearing Community through consistent excellence in provision of services as well as community education, leadership and advocacy." Cooperation between 5 Star Interpreting, our customers, mentor interpreters and ITPs will allow interns to gain real-world learning experiences that not only satisfy graduation requirements for students of the interpreting profession, but also ensure the availability of skilled, qualified interpreters in the years ahead.

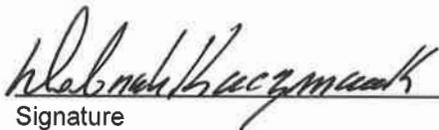
5 Star Interpreting can supply mentor interpreters with an Intern Consent Form for customers who wish to document the Deaf/Hard of Hearing consumer's permission for the intern's involvement in writing. This form will be signed upon arrival by the Deaf/Hard of Hearing and hearing consumers, as well as the licensed interpreter(s) and the intern. 5 Star Interpreting recognizes that, while organizations may give consent for intern attendance, individual consumers may prefer not to allow interns, or request that they only observe rather than perform interpreting services. Mentors and interns will honor such preferences and right of refusal as expressed upon arrival at each assignment.

Furthermore, there is never an additional cost to customers when an intern is permitted to attend an assignment.

Would your organization be willing to participate in the education and professional development of student interpreter interns? Please check one of the boxes below to state whether your organization will permit interns to accompany mentor interpreters to your facilities.

Our organization **approves** the attendance of interns at any of our facilities for any assignment unless otherwise noted.

Our organization **does not approve** the attendance of interns at any of our facilities for any assignment unless otherwise noted.


Signature

Deborah Kaczmarek

Print Name

August 25, 2022

Date

Triton College
Name of Organization

If you have any questions about mentors or interns, please feel free to contact us at
312-895-4300 or info@5starinterpreting.com.

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

Meeting of September 27, 2022

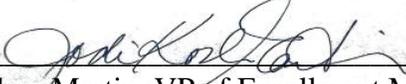
ACTION EXHIBIT NO. 16802

SUBJECT: AGREEMENT WITH ROSEMONT THEATRE

RECOMMENDATION: That the Board of Trustees approve the rental agreement with Rosemont Theatre. This Agreement will be effective upon Board approval and will allow Triton the use of the Rosemont Theatre on Saturday, May 20, 2023, for Triton's annual commencement ceremony. This Agreement will not exceed a maximum value of \$52,500.00.

RATIONALE: The College needs the use of a larger auditorium space to house our annual commencement ceremony in order to accommodate the needs of our graduates and their families. The Rosemont Theatre is a larger facility and allows for enhancement of our commencement ceremony.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No



ROSEMONT THEATRE LICENSE AGREEMENT

This License Agreement is entered into this 24th day of August 2022 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
2023
May 20, 2023

Said meeting is hereinafter referred to as “the Meeting”. The term Meeting shall be construed to include all presentations, seminars, lectures and the like given or supervised by Licensee, and

WHEREAS, Licensor owns operates and manages the Rosemont Theatre and has the authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Licensor and Licensee agree as follows:

1. LICENSED SPACE

(a) Licensor grants to Licensee the right to use all the areas of the Rosemont Theatre, which Licensor deems necessary for the Meeting to occur, including such dressing rooms and storage areas as are reasonably required for conducting the Meeting. These areas are hereinafter referred to as the Licensed Space. Licensee agrees to conduct the Meeting in the Rosemont Theatre on the dates and at the times specified in Section 2 of this Agreement.

(b) Licensee shall not make alterations or improvements to the Licensed Space or the Rosemont Theatre without the prior written approval of the Licensor. Any improvements or alterations that may be made by Licensee to the Licensed Space or the Rosemont Theatre shall be undertaken and completed in compliance with all applicable federal, state and local ordinances, laws, rules and regulations and in accordance with any recommendations or requirements of Licensee's and Licensor's insurance carriers.

(c) Licensor has not made any promise or agreement to alter, remodel or improve the Licensed Space or the Rosemont Theatre; and has made no representations regarding the condition of the Licensed Space or the Rosemont Theatre unless such promise, agreement, or representation is contained in this Agreement.

2. USE DATE AND TIME

(a) The use of the Licensed Space by Licensee shall begin at 3:00pm on May 20, 2023 for the purpose of conducting the SHOW/MEETING and shall end at 6:00pm on May 20, 2023.

(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 20, 2023.

(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 on May 20, 2023.

(d) The period which begins at 8:00am on May 20, 2023 ends at 11:59pm on May 20, 2023 is hereinafter referred to as the "Use Date(s)".

(e) Licensee shall use the Licensed Space for the purpose of setting up for, rehearsing and conducting the Meeting and for no other purpose.

(f) Licensee shall have access to the Licensed Space on the Use Date(s) during the periods from 8:00 a.m. until 11:59 p.m. provided that a duly designated employee or other representative of the Licensor is present in the Rosemont Theatre. If Licensee desires access to the Licensed Space at other times such access shall be provided at the discretion of the Licensor and then, only if Licensee agrees to pay any costs and expenses incurred by Licensor in providing such access.

(g) Licensee shall indemnify and hold the Licensor harmless from any loss or liability resulting from Licensee's failure to fully vacate the Licensed Space at the end of the Use Date(s), including, but not limited to, consequential damages.

3. FEE

(a) Licensee agrees to pay Licensor a license fee of \$48,000.00 (Includes rent, projectionist, projector and screen, 500 onsite parking spaces) for the use of the Licensed Space.

(b) Licensee further agrees to pay Licensor \$ 500.00 per hour for every hour or fraction thereof after 11:59pm o'clock on May 20, 2023 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:

\$48,000.00 + Live Streaming \$4,500.00 no later than May 1, 2023

TOTAL: \$52,500.00

(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 as soon as possible.

(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>In House Sound:</u>	<u>included in rent</u>
<u>In House Lights:</u>	<u>included in rent</u>
<u>Ushers</u>	<u>included in rent</u>
<u>Stagehands:</u>	<u>included in rent</u>
<u>Screen/Projector</u>	<u>included in rent</u>
<u>Projectionist</u>	<u>included in rent</u>
<u>Electricians:</u>	<u>included in rent</u>
<u>Teamsters and Loaders</u>	<u>included in rent</u>
<u>Live Streaming</u>	<u>\$4,500.00</u>
<u>Wardrobe</u>	<u>N/A</u>

<u>Musicians</u>	<u>N/A</u>
<u>Security</u>	<u>included in rent</u>
<u>Telephone:</u>	<u>N/A</u>
<u>Confetti Clean-up</u>	<u>\$500.00 (if needed)</u>
<u>Hi-Speed Internet</u>	<u>N/A</u>
<u>Additional Reimbursable Expenses: TBD</u>	

FULL EXPENSES TO BE DETERMINED AT A LATER DATE.

(c) Licensee further agrees to reimburse Licensor for any costs incurred by Licensor which are not specified in Section 5(b) that are incurred on behalf of Licensee as a result of the conducting of the Meeting without regard to whether such costs are incurred by Licensor before, during or after the Use Date(s). Such costs shall include, but may not be limited to, Licensee's requests for Licensor to incur additional COVID-19 prevention or mitigation measures for the Meeting. 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 on May 20, 2023 unless otherwise agreed in writing.

10. CANCELLATION

(a) If Licensee cancels the Meeting or any portion of the Meeting, no part of any deposit that has been made pursuant to this Agreement shall be refunded. In addition, Licensee agrees to pay Licensor any reimbursable costs under Section 5 which have been incurred by Licensor in connection with the Meeting prior to Licensor's actually receiving notice of cancellation, less the amount of any deposits that have been made to cover such reimbursable costs.

(b) Notwithstanding the provisions of Section 10(a), if, after cancellation by Licensee, another event is held in the Rosemont Theatre during the Use Dates(s), then the Licensor shall pay to Licensee an amount equal to any deposits made by Licensee less any costs incurred by Licensor in respect to the Meeting.

11. PERMITS AND LICENSES

Licensee agrees to obtain all licenses or permits which are necessary for conducting the Meeting and to promptly pay all permit fees or license fees.

12. ADVERTISING

(a) All advertising and promotion of the Meeting shall be the sole responsibility

and obligation of the Licensee. Licensee agrees that all advertising for the Meeting will be true and accurate.

(b) All references made in any advertising to the Licensed Space shall refer to the facility where the Meeting is being presented as the “Rosemont Theatre” or such other name as may be designated in writing by the Licensor.

(c) Licensor shall have the right to display its own advertising and other materials in and around the Rosemont Theatre. All advertising space within the Rosemont Theatre or on adjacent premises which are owned by the Licensor is the exclusive property of the Licensor and all revenues or other income received from such advertising space shall be the sole property of the Licensor.

(d) Licensee shall not distribute any printed matter, other than programs, pamphlets, display advertising, seminar or lecture handouts, or other materials which relate to the Meeting or to Licensee’s business.

13. PERFORMANCE APPROVAL

(a) Licensor retains the right to disapprove of any performance, exhibition or entertainment which is to be offered as part of the Meeting. Licensee agrees that no performer, performance, exhibition or entertainment shall be presented as part of the Meeting if Licensor files a written objection to the performer, performance, exhibition or entertainment based on either the grounds (1) that it is illegal, (2) that it fails to comply with representations made in advertising the Meeting, or (3) that it violates restrictions imposed on the content of the Meeting which are agreed to by Licensor and Licensee at the time of the execution of this Agreement.

(b) If the Meeting must be canceled pursuant to this section, then payments shall be made by Licensee to Licensor as provided in Sections 3, 5 and 6.

14. LICENSEE’S PERSONNEL AND EQUIPMENT

(a) Except as set forth in Section 5(b), Licensee shall be responsible for furnishing at its sole cost and expense, all equipment and personnel necessary to conduct the Meeting, including, but not limited to speakers, presenters, emcees, actors, musicians, singers, dancers, any and all other personnel, scenery, props, sound and lighting equipment not supplied by Licensor pursuant to Section 5(b) and any and all musical instruments.

(b) Equipment and personnel shall be brought into and taken out of the Rosemont Theatre only at such entrances and exits as are designated by Licensor.

(c) Any artisans or workmen employed by Licensee may be refused entrance to or ejected from the Rosemont Theatre by Licensor for non-compliance with any provision of this

Agreement or for engaging in conduct which Licensor deems to be objectionable or improper without Licensor incurring any liability for such refusal or ejection.

(d) Licensor shall have the right to remove from the Rosemont Theatre or refuse to allow in the Rosemont Theatre any equipment which Licensor determines constitutes a hazard to the safety or health of persons in and around the Rosemont Theatre or constitutes a hazard to the preservation of property located in or around the Rosemont Theatre.

(e) Licensor shall have the right to remove any and all property belonging to Licensee which is not removed from the Licensed Space of the Rosemont Theatre at the end of a Use Date(s), at Licensee's expense. Licensor shall have no liability of any kind to Licensee as a result of Licensor's removal of Licensee's property pursuant to this section.

15. CONCESSIONS

(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, the COVID-19 pandemic or related COVID-19 governmental closure orders, labor strikes or boycotts, then this Agreement shall terminate.

(b) Licensee shall indemnify and hold the Licensor and its employees harmless against any and all claims arising out of the cancellation or termination of the Meeting, provided that such cancellation or termination is not due to the fault, act or omission of the Licensor, its agents or employees, unless such cancellation or termination was reasonably necessary to preserve or prevent damage or injury to property or persons. Licensee shall also pay to Licensor the amount of all reimbursable costs provided for under Section 5 which were incurred either before the termination or cancellation or which were reasonably necessary to incur after the termination and cancellation.

(c) Licensee shall have no claim for damages or other compensation should this Agreement be terminated pursuant to Section 21(a). If a session of the Meeting has not started prior to the time of termination, then if the Agreement is terminated pursuant to Section 21(a), Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination. If one or more sessions of the Meeting have been completed at the time this Agreement is terminated pursuant to Section 21 (a), then Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination and an amount equal to the percentage of the license fee allocable for those sessions of the Meeting which were completed at the time the Agreement is terminated.

(d) Licensor shall have the right to interrupt or terminate the Meeting if such interruption or termination is necessary to protect the safety of persons and property in and around the Rosemont Theatre. The reasons for which the Licensor may interrupt or terminate the Meeting pursuant to this Section include, but are not limited to, bomb threats, fire, acts by persons participating in the sessions of the Meeting, and acts by persons attending the Meeting.

(e) If Licensor in its sole discretion determines that the reason the Meeting was interrupted or terminated under Section 21(d) was not the responsibility of the Licensee, then Licensee may retain possession of the Licensed Space for sufficient time to complete the Meeting unless Licensor has committed the Licensed Space for the additional time needed to complete the Meeting to another licensee. Licensee shall be responsible for any and all reimbursable costs which are incurred by Licensor during any additional time used by Licensee under this Section.

(f) If Licensor in its sole discretion determines that the reason or cause for an interruption or termination under Section 21(d) is not the responsibility of Licensee, and it is not possible for Licensee to complete the Meeting, then the license fee provided for in Section 3(a) shall be prorated or adjusted. Licensee, however, shall continue to be liable for all other payments due Licensor under this Agreement.

(g) If Licensor determines that the Licensee is responsible for an interruption or termination of the Meeting under Section 21(d), then Licensee shall continue to be liable for and shall make all payments which are provided for in this Agreement.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies and shall comply with all rules and regulations which govern the use and occupancy of the Rosemont Theatre, including, but not limited to, the rules restricting smoking on the Rosemont Theatre premises. 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. Licensor 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. Licensor 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) Licensor 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 Licensor 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 Licensor 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) Workmen's Compensation and Employer's Liability: As required by law
- (ii) Commercial General Liability including Personal Injury Groups A, B and C, with Exclusion C deleted Contractual Liability Endorsement Bodily Injury/Property Damage \$1,000,000.00 combined single limit

Licensor (The Village of Rosemont and The Rosemont Theatre) must be named as an additional insured under the Commercial General Liability Insurance Policy. The Commercial General Liability Insurance Policy may consist of primary insurance as respects Licensee's negligence and umbrella coverages and must cover the Rosemont Theatre owned by the Licensor. **Licensee must provide Licensor with certificates of insurance and additional insured endorsement (Form CG 2026) or its equivalent** 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.

(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, judgments, 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 judgment shall be rendered against Licensor or against Licensor's agents, officers or employees, then Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any insurance protection which may be required by this Agreement or any other agreement or which is otherwise provided by Licensee shall in no way limit the Licensee's responsibility to indemnify, keep and save harmless and defend the Licensor and Licensor's agents, officers and employees as provided in this section.

30. ASSIGNMENT

(a) Neither this Agreement nor any of the rights granted by this Agreement may be assigned, transferred, mortgaged, pledged, hypothecated or in any way encumbered or disposed of by Licensee without the prior written consent of Licensor. Any assignment, transfer or encumbrance or any attempted transfer, assignment or encumbrance without such consent shall be null and void and shall neither relieve Licensee of any of its obligations under this Agreement nor create any obligation on the part of Licensor.

(b) A successor in interest of Licensee by merger, operation of law or valid assignment, purchase or otherwise of substantially the entire business of the Licensee shall succeed to all of the rights of Licensee and assume all of the obligations and duties of the Licensee under this Agreement provided that said successor gives prompt written notice to Licensor and accepts in writing all of the obligations and duties of the Licensee under this Agreement.

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

(d) Licensee shall not without Licensor's prior written consent, sub-license the

Licensed Space or any part thereof, or permit the use or occupancy of all or any part of the Licensed Space by anyone other than Licensee.

(e) Licenser 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 Licenser 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 Licenser for all reimbursable costs incurred pursuant to Section 5 of this Agreement by Licenser 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 Licenser 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 Licenser.

AND

(2) Deny Licensee and Licensee's officers, agents, employees and independent contractors hired by the Licensee admission to the Rosemont Theatre and the use and occupancy of the Licensed Space and remove from the Rosemont Theatre any personal property of the Licensee or Licensee's officers, agents, employees or independent contractors hired by the Licensee at Licensee's expense or place such property in a public warehouse or other place of safe keeping at Licensee's risk and expense.

32. LEGAL EXPENSES

Licensee shall pay Licenser all costs, expenses and attorneys' fees incurred by Licenser 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 Licenser 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

IF TO LICENSOR:

Rosemont Theatre
Village of Rosemont
5400 N. River Road
Rosemont, IL. 60018
Attn: Executive Director

Otherwise notice shall be deemed to be given when the notice is actually received by the party to whom it is directed.

(c) Either party may change to another single address

the address to which such notices are to be sent by giving prior written notice to the other party.

37. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns and shall be binding upon and inure to the benefit of the Licensee and its successors, executors, administrators, heirs and assigns subject to the provisions of Section 30 which limit Licensee's right to assign or transfer this Agreement.

38. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- * The Rosemont Theatre License Agreement

These documents constitute the entire Agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all proposals oral or written and all negotiations, conversations and discussions heretofore had between the Licensor and the Licensee related to this Agreement.

39. MODIFICATION AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both the Licensor and the Licensee.

40. LICENSE ONLY

It is expressly understood by and between Licensor and Licensee that the rights which Licensee has pursuant to this Agreement to use the Licensed Space are in the nature of a license and that Licensee does not have a leasehold interest or any other interest in the Rosemont Theatre or in the property on which the Rosemont Theatre is located.

41. OTHER MATTERS

Licensor shall have the discretion to determine any questions and resolve any other matters that might arise which are not covered by this Agreement.

42. CAPTIONS AND INDEX

The index and captions used in this Agreement are for the convenience of the parties only and shall not affect the meaning of any of the provisions of this Agreement or be deemed a part of the Agreement.

43. RIGHTS OF THIRD PARTIES

This Agreement does not confer any rights upon any member of the public, any person attending the Meeting or any other third party, unless this Agreement expressly and explicitly provides the third party with such right.

44. APPROVAL OF CONTRACT

It is agreed that this Agreement will not be in force until it has been signed by both Licensee and Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have made this Agreement as of the date first written above.

LICENSOR: VILLAGE OF ROSEMONT

BY: _____

Patrick Nagle, Executive Director
Rosemont Theatre

LICENSEE: TRITON COLLEGE

BY: _____

Mark R. Stephens, Chairman of the Board
Triton College

Attest: _____

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

Meeting of September 27, 2022

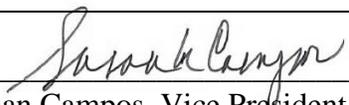
ACTION EXHIBIT NO. 16803

**SUBJECT: EDUCATIONAL TRAINING AGREEMENT WITH
MERCEDES-BENZ USA, LLC**

RECOMMENDATION: That the Board of Trustees approve the Agreement with Mercedes-Benz USA, LLC to provide training for entry-level technicians for Mercedes-Benz franchises. This Agreement will become effective September 28, 2022. Either party may terminate for any reason by providing written notice to the other party at least thirty (30) days prior to the effective date of termination. There is no cost to Triton College for this Agreement.

RATIONALE: Mercedes-Benz USA, LLC is expanding their automotive technician staff in the Chicago service area and is developing a pipeline of new technicians to expand capacity. Students in Triton College's district are seeking educational programs which lead to good jobs, and the Mercedes-Benz technician career path will pay above average wages.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

EDUCATIONAL TRAINING AGREEMENT

Program: MB Star Connect
 MB Campus

Community College District 504, commonly known as Triton College, an educational institution located at 2000 Fifth Avenue, River Grove, IL (“Institution”), and Mercedes-Benz USA, LLC, a Delaware limited liability company having its principal place of business at One Mercedes-Benz Drive, Sandy Springs, GA 30328 (“MBUSA”) hereby enter into this Educational Training Agreement (this “Agreement”), to be effective as of September 28, 2022 (the “Effective Date”).

Recitals

- A. Institution regularly engages in, among other things, providing education services regarding the service and repair of automobiles.
- B. MBUSA desires to support Institution in providing more accessible Mercedes-Benz specific technical training within the program selected above (“Program”) to assist in developing qualified entry-level technicians for Mercedes-Benz dealer franchises.
- C. Institution desires to participate in the Program in order to provide, for its automotive students, a high quality educational experience that incorporates current technology.

Therefore, Institution and MBUSA agree as follows:

Terms and Conditions

The following terms and conditions apply to both the **MB Star Connect** Program and the **MB Campus** Program:

1. **Term and Termination.** This Agreement shall commence on the Effective Date and remain in effect until terminated in accordance with the provisions of this Agreement. This Agreement may only be renewed or revised through a written Amendment signed by authorized agents of both parties. In addition to any other termination rights specified herein, this Agreement can be terminated by either party hereto for any reason by providing written notice to the other party at least thirty (30) days prior to the effective date of termination (an “Early Termination”). In the event of an Early Termination during an academic term, Institution shall be allowed to complete the current academic term of classes and training under the Program in accordance with the terms of this Agreement. Termination pursuant to any other provision of this Agreement shall not constitute an “Early Termination” as referenced herein.
2. **Program Focus:** The Program is designed for students’ concentrated training in maintenance and repair of Mercedes-Benz automobiles, and consists of technical training for automotive service professionals.
3. **Accreditation:** Institution’s automotive education program shall be accredited by ASE Education Foundation, formerly the National Automotive Technicians Education Foundation (NATEF), at the Master Automotive Service Technician (“MAST”) level. Institution shall ensure that its ASE accreditation is current, and additional certification or accreditation requirements shall be the responsibility of Institution.
4. **Program Curriculum:** Institution shall provide a standard ASE curriculum as a minimum

standard with an emphasis on basic concepts. Institution may also include in the curriculum its own developed learning modules, as well as MBUSA learning modules (any such curriculum including MBUSA learning modules being a “Program Curriculum”).

5. **Marketing of Program:** Institution may use MBUSA’s name, logos, trademarks, and promotional materials, including standardized messaging about the Program provided by MBUSA, solely in conjunction with the Program, provided that Institution submits all items using said name, logos, trademarks, or other materials to MBUSA for written approval prior to use. MBUSA may use Institution’s name, logos, trademarks, and promotional materials solely in conjunction with the Program, provided that MBUSA submits all items using said name, logos, trademarks, or other materials to Institution for approval prior to use. All press releases by Institution relevant to the Program must be reviewed and approved by MBUSA prior to releasing to the media. The required review and approval shall not be unduly delayed or unreasonably denied by either Party to the Agreement.

Institution shall include MBUSA provided standardized messaging and other information, which the parties shall mutually agree upon in advance, about the Program in Institution’s school literature and on its website. Institution shall similarly provide an active web link from its website to a mutually agreed upon MBUSA website. All usage of MBUSA’s name, logos, trademarks, and promotional materials by Institution must conform to all Mercedes-Benz Brand Standards regulations.

6. **Program Outreach:** Institution shall take all reasonable steps to enroll a maximum number of students allowed by its student/instructor ratio for each new Program class which will begin at least once per year.

MBUSA does not provide or guarantee internships for students in connection with the Program, but will endeavor to connect Institution with authorized Mercedes-Benz dealers and encourage such authorized Mercedes-Benz dealers to develop an internship plan with Institution for students of the Program. Institution shall maintain a positive working relationship with all authorized Mercedes-Benz dealers throughout its recruiting range during the term of this Agreement. Institution shall also use best efforts to facilitate the internship placement into applicable automotive positions at an authorized Mercedes-Benz dealership for as many Program students as such Mercedes-Benz dealerships can accept. Institution may partner with multiple Mercedes-Benz dealerships within the reasonable vicinity of the Institution.

7. **Facilities:** Institution shall provide sufficient classroom, shop area, facilities, and academic space for Program training.
8. **Student Qualifications:** All students in the Program shall meet minimum enrollment, academic and overall performance requirements of Institution.
9. **Student Data:** Institution shall maintain all academic, performance, and attendance records of students in the Program, and may share such records with MBUSA in accordance with the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Notwithstanding the foregoing, Institution shall ensure that no Personally Identifiable Information (“PII”), as defined by applicable law, shall be shared by Institution with MBUSA pursuant to this Agreement and all interactions between the parties contemplated thereby. Any student educational records shared with MBUSA shall continue to be subject to the protections of FERPA and MBUSA shall take all necessary steps to protect the confidentiality of such education records.
10. **Program Data:** MBUSA shall provide an electronic method in which to share Program data with Institution. Such Program data may include training and testing materials, training and

diagnostic aids, student tracking documentation, and operational guides and standards.

11. **Liability and Indemnity:** MBUSA shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions. Institution shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions.

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

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

12. **Insurance:** Without limiting any liabilities or any other obligations, each Party shall procure and maintain, until all of its obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with the Program or this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages.

Commercial General Liability: Insurance shall be on an occurrence basis and shall include broad form contractual coverage for:

Each Occurrence	\$2,000,000
Damage to Rented Premises	\$2,000,000
Personal and Advertising Injury	\$2,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$5,000,000

Automobile Liability: Insurance shall include coverage for the use of any owned, hired, or non-owned vehicles used in the performance of this Agreement for:

Combined Single Limit	\$2,000,000
Bodily Injury	\$2,000,000
Property Damage	\$2,000,000

Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include employer's liability insurance with a minimum limit as provided by applicable Illinois law.

Each Party will add the other Party as an additional insured on the Commercial General Liability and Automobile Liability policies stated herein. Each Party's insurance will be primary and not contributory over any other insurance that the other Party maintains as respects to claims which fall under the responsibility of that Party pursuant to the terms and conditions of this Agreement.

Failure on the part of either Party to meet these requirements shall constitute a material breach upon which the other Party may immediately terminate this Agreement. Each Party reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Agreement.

13. **Training Items:** MBUSA shall provide to Institution, or shall cause to be provided to Institution, all of the materials listed as Training Materials on Exhibit A, if any (the "Training Materials") and all of the assets listed as Training Assets on Exhibit A, if any (the "Training

Assets”; and together with the Training Materials, collectively the “Training Items”). If any Training Assets are specified on Exhibit A, the Additional Donation Terms and Conditions attached hereto as Exhibit B, which are incorporated herein by reference as if they were contained in the body of this Agreement, shall apply to such Training Assets.

The Training Materials shall include reference material and instruction (online or otherwise) selected by MBUSA in its sole discretion when available and applicable to Institution’s instructional and training needs under the Program. MBUSA’s provision of such Training Materials shall include access to, and a revocable non-exclusive license to use, such Training Materials, each solely for purposes of the Program. However, ownership of the Training Materials shall at all times remain with MBUSA, and Institution agrees that it will only use the Training Materials as permitted hereunder for purposes of the Program. Upon termination of this Agreement, all Training Materials shall be returned to MBUSA, except to the extent such Training Materials are of a consumable nature and have been consumed in connection with the Program or such materials are necessary to allow participating students to complete the then current academic semester. If MBUSA provides or causes to be provided to Institution access to Training Materials via the use of a registration code, login ID, password, or similar means (each “Login Information”), such Login Information shall only be used for purposes of the Program, and shall only be given by Institution to students of the Program enrolled at Institution.

The Training Assets shall be donated by MBUSA to Institution, and ownership of the Training Assets shall transfer from MBUSA to Institution. MBUSA shall have a reasonable amount of time after the Effective Date to effect the transition of ownership of any Training Assets from MBUSA to Institution, and Institution agrees to cooperate with MBUSA to complete and file all documentation reasonably necessary to effect such transition of ownership. Notwithstanding the foregoing, all responsibilities and requirements of Institution contained in this Agreement shall become effective as of the Effective Date, even if such transition of ownership of any Training Assets has not yet been completed on the Effective Date.

Institution shall provide, at its cost, tools and equipment (collectively, “Shop Items”) for use in the Program.

Institution agrees and acknowledges that all Training Items and Shop Items will remain in its possession at all times during the term of this Agreement.

Institution similarly agrees to ensure that all operators and occupants of the above-mentioned Mercedes-Benz donated vehicles will, at all times, operate the donated vehicles in accordance with all applicable federal, state, provincial and municipal laws, regulations and ordinances and will properly utilize all donated vehicle/occupant restraint systems.

Institution shall not, under any circumstances, reverse engineer or permit the reverse engineering of the Training Items or any of their underlying systems or sub-systems, while they are in Institution’s possession during the term of this Agreement. Institution shall not use, disseminate, disclose, compile, store, reproduce, sell and/or publish any technical, proprietary and/or confidential information or trade secrets regarding the Training Items, their technical and mechanical properties and functions, as well as how they are manufactured and/or engineered to any third party.

It is expressly understood that MBUSA makes no representations as to the operational characteristics, condition, quality, functionality, utility and/or safety of the Training Items. The parties understand and acknowledge that the Training Items are being provided and/or loaned to Institution under this Agreement on an “As Is” basis. MBUSA similarly assumes no responsibility for Institution’s losses or damages related to any interruption,

discontinuance of its business by reason of any failure of the subject Training Items and Shop Items, their certified parts and/or components. Institution acknowledges that any vehicles and parts included in Training Items may be used, repurchased, damaged, or faulty. Institution acknowledges any vehicles included in the Training Items may be repurchased and may not contain a “clean” title or warranty. Institution is solely responsible for all costs after receiving any Training Assets, including repair costs and costs to register any vehicles. Institution also acknowledges and agrees that if any vehicles are included in the Training Items, such vehicles cannot be placed into any stream of commerce after receipt.

TO THE FULLEST EXTENT ALLOWED UNDER THE LAW, MBUSA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE TRAINING ITEMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Training Materials were not designed to comply with Section 508 of the Rehabilitation Act, and MBUSA is not able to provide any accompanying accessibility documentation. As between the parties, the Institution shall be solely responsible for its compliance with Section 508, and the Institution shall not use the Training Materials if their use would violate any applicable laws or regulations.

Institution shall be responsible for the care and maintenance of all Training Items and Shop Items. To the extent permitted by law, Institution shall be responsible for replacing any missing or broken Training Items and Shop Items.

Institution may request parts for Training Items. MBUSA shall evaluate such requests on a case-by-case basis, and is not obligated to fulfill such requests. Institution shall properly recycle or dispose of parts at Institution’s expense in compliance with all laws, statutes, ordinances, rules, and regulations, and in connection therewith shall return such parts to MBUSA if so directed by MBUSA in MBUSA’s sole discretion.

Institution acknowledges and understands that MBUSA will be immediately and irreparably harmed if Institution shall use any Training Items for other than instructional purposes, sells any Training Items, reverse engineers any Training Items or any of their components, systems or subsystems, or otherwise violates the provisions of this Section entitled “Training Items”. Institution further understands and acknowledges that such actions by it shall constitute a material breach of this Agreement, upon which MBUSA may immediately terminate this Agreement without penalty, and shall cause MBUSA to suffer damages for which it cannot be compensated monetarily and for which there is no adequate remedy at law. Accordingly, Institution agrees that MBUSA will be entitled, without the posting of a bond or the necessity of proving actual damages, to injunctive relief against Institution upon making an adequate showing of a breach or threatened breach by Institution of this Agreement.

14. **Program Visits:** MBUSA and its invitees may conduct on-site visitations to observe Institution’s facilities and instructors conducting classes. At least ten (10) business days before the visitation, MBUSA shall advise Institution of the visitation date, and the area(s) MBUSA wishes to observe. MBUSA agrees that Institution may also conduct its own assessment of individual students’ academic progress and the Program. Audits may include inspection of (but are not limited to):

- Insurance documentation
- Certification documentation
- Training Items
- Facility standards
- Student data in accordance with FERPA
- Curriculum standards and implementation

15. **Confidentiality and Protection of Intellectual Property:** Both MBUSA and Institution acknowledge that each party may make available from time to time certain information that is confidential and/or proprietary to the other party or otherwise required by law to be kept in confidence, which may include but is not limited to technical information, personnel information, scripts, integration/interface processes with other systems, strategies, software, remote application access and other licensed computer information, and the work product of a party's employees and agents. Each party acknowledges that such information may be a valuable, special, and unique asset, and each party acknowledges the legal necessity to maintain such confidences. Therefore, each party expressly covenants and agrees to use such confidential information for purposes of the Program and otherwise not to disclose all or any part of the confidential information of the other party to any person, firm, corporation, association, partnership, or other entity without the other party's written permission, except as necessary for purposes of the Program or as may be required to comply with any legal request, including requests pursuant to the Freedom of Information Act. Further, each party agrees that it shall hold all of the other party's confidential information at all times in trust and strictest confidence from and after the date of its creation or disclosure, except as necessary for purposes of the Program. Each party shall use commercially reasonable efforts to prevent the impermissible release of the other party's confidential information, and shall not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this Agreement except as required to comply with a proper request under applicable law, rule or regulation. Each party shall inform its subcontractors and other third parties working under this Agreement who may have a need to access the other party's confidential or proprietary information, of the requirement to abide by the non-disclosure provisions of this Agreement. The Training Materials, the contents thereof, and Login Information shall be considered confidential information to which the provisions of this Section apply to the extent permitted by law. None of the confidentiality requirements stated herein shall be construed to limit the any disclosure required pursuant to law, rule or regulation, including a Freedom of Information Act request.

Any violation of this section constitutes a material breach of this Agreement, and as such each party reserves the right to terminate this Agreement immediately without penalty and pursue any remedies allowed by law.

16. **Force Majeure:** Either party shall have the right to terminate this Agreement, upon five (5) days prior written notice, without any further obligation or liability to the other party, if a force majeure event, which includes war, riots, civil unrest, extreme weather, acts of God, strike, etc., or any other reasonably unforeseeable or unavoidable occurrence, takes place which renders it impossible, extremely burdensome or impracticable for any party to perform its respective contractual obligations.
17. **Compliance:** In connection with the activities of the parties related to this Agreement, the parties are obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by and/or affiliated with each party. In the event of violation of the above, the non-offending party has the right to immediately withdraw from or terminate all legal transactions existing with the other party and the right to cancel all negotiations.
18. **Independent Contractor:** It is understood and agreed that Institution and its employees and its agents, sponsors, collaborators and partners shall in all respects act only as independent contractors and not as employees or agents of MBUSA. Institution agrees further that neither it, nor its employees, agents, sponsors, collaborators and partners, shall represent any of

themselves as the agent or legal representative of MBUSA for any purpose whatsoever.

It is understood and agreed that MBUSA and its employees and its agents, sponsors, collaborators and partners shall in all respects act only as independent contractors and not as employees or agents of Institution. MBUSA agrees further that neither it, nor its employees, agents, sponsors, collaborators and partners, shall represent any of themselves as the agent or legal representative of Institution for any purpose whatsoever.

Each Party shall, with respect to all of its employees or those who are construed by local, State or Federal authorities to be its employees irrespective of title who are assigned to provide work hereunder, comply with all requirements of State and Federal law with respect to Federal Withholding Tax, Social Security, State Withholding Tax, Unemployment Tax, Unemployment Compensation Tax, State Disability Laws, Workers Compensation and any other applicable laws affecting or regulating the employer/employee relationship (hereinafter "Employment Related Benefits"). Each Party further agrees that it will take all steps necessary to ensure that any of its agents or contractors used to provide services hereunder shall be independent contractors of the Party who shall have no claims for employment related benefits against either Institution or MBUSA.

19. **Joint Venture:** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between MBUSA and Institution. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.
20. **Governing Law and Dispute Resolution:** The parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Illinois, and County of Cook without regard to otherwise applicable choice of law provisions.

In the event of a dispute, authorized representatives of each party shall meet within fourteen (14) days of the request by either party to negotiate a resolution. If a resolution is not agreed to within seven (7) days thereafter, the parties agree that the dispute may be resolved by judge in a Cook County court.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Cook County, Illinois courts to prevent an imminent, irreparable harm. If performance under this Agreement takes place in some other jurisdiction, then the parties may also seek injunctive relief in that jurisdiction.

21. **Entire Agreement/Modifications:** This Agreement shall have no force or effect until signed by authorized agents both MBUSA and Institution and shall upon full execution constitute the entire understanding between MBUSA and Institution with respect to the subject matter of this Agreement and shall supersede all prior agreements. Any modification to this Agreement must be in writing and signed by a duly authorized representative of each party.
22. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.
23. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
24. **Third Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to confer upon anyone other than MBUSA and Institution (or their respective successor and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no third party shall be considered third party beneficiaries of this Agreement.

25. **Authorized Agent.** This Agreement is executed by an authorized representative of Institution in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

Non Discrimination and Workplace Conduct. Neither Party 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. Each Party certifies that it is an equal opportunity employer and that it maintains a written sexual harassment and Drug Free Workplace policy in conformance with applicable law.

The following additional terms and conditions apply to the **MB Campus Program**:

26. **Instructor Training:** Institution shall assign qualified technical instructors to the Program, and shall offer them release time to participate in appropriate MBUSA technical training necessary to maintain MBUSA certification. MBUSA shall provide specific and relevant training for at least two (2) Institution instructors at a facility designated by MBUSA. Technical instructor training will consist of participation and/or observation of the modules offered in the Mercedes-Benz training program. MBUSA shall offer the training free of charge; all other costs associated with this training, such as travel, lodging, and meals, shall be the responsibility of the Institution.
27. **Program Curriculum:** Each Program Curriculum shall be reviewed and approved by both Institution and MBUSA, and may only be amended through written approval of both parties.

[signature page follows]

Wherefore, the undersigned, being duly authorized agents of their respective institutions, now bind the parties to this Educational Training Agreement.

Mercedes-Benz USA, LLC

Name:
Title:

Date

Community College District 504

Name: Mark R. Stephens
Title: Board Chairman

Date

Exhibit A
to Educational Training Agreement
Training Items

Training Materials

Online e-learning courses entitled:

The Best or Nothing: The Mercedes-Benz Story
Driven to Delight: A Culture of Excellence
Survey Integrity: A Critical Priority
Single-Use Fasteners
Pre-Delivery Inspection (PDI) Overview
Electrical Fundamentals
Info Systems
High Voltage Awareness
MOE Tires
Service Matters
Engine Management - Diesel eL; Engine Management - Gasoline eL
Introduction to Mercedes-Benz Warranty eL
Mercedes me + Remote Diagnosis eL
Maintenance eL
Xentry Diagnostics - Fundamentals and Functions eL Update
Telematics eL; General Shop Practices eL
Introduction to Workshop Information Systems (WIS) for Technicians
Introduction to Diagnostic Strategy
Networking Part I; Networking Part II
AMG Brand Fascination
Introduction to the MY16 Mercedes-AMG GT S
Mercedes-AMG GT Family and Motorsport
AMG S-Class Coupes and Cabriolets; AMG Performance Fundamentals
Driven For Excellence: The All-New AMG GT, GLC 43, and GLC 43 Coupe
Mercedes-AMG: The 53-Series- Bold, New Technology
Beast of the Green Hell: Mercedes-AMG GT R
AMG Driving Academy
The GT 4-Door Coupe, An All-New Piece of the Mercedes-AMG Portfolio
Mercedes-AMG A and CLA 35 Models: Gateway Into The World's Fastest Family
Mercedes-AMG GLE 53 SUV and Coupe: The Powerful and Precise Trendsetters
Mercedes-AMG and the Magnificent Seven Performance Components
Mercedes-AMG GT Fine-Tuned
SLS AMG (R197) Product Introduction
Technical Introduction: Mercedes-AMG GT 4-Door Coupe
Climate Control
Electrical; Electrical- Networking
Gasoline Engines; SRS; Systems; Transmission

Training Assets

Xentry Diagnostic Scan Tool with portal access

Exhibit B
to Educational Training Agreement
Additional Donation Terms and Conditions

1. Training Assets will be donated to Institution at no cost to Institution pursuant to the terms of the Agreement. MBUSA shall be responsible for packaging and transporting the Training Assets to Institution's business address at a mutually agreed upon time.
2. Institution, for and in consideration of the donation of the Training Assets, the adequacy and satisfactory nature of which it hereby acknowledges, herewith releases any and all claims and causes of action in law or in equity, or arising under any local, State and/or Federal laws, which Institution and/or its parent, affiliates, subsidiaries, officers, directors and/or their respective employees may currently have or have in the future against MBUSA, its parent, affiliates, subsidiaries, officers, directors, employees, agents and representatives, with respect to the subject equipment and materials.
3. Institution agrees and acknowledges that it shall comply with any and all Federal, State and/or local laws with regard to its possession and/or use of the Training Assets at all times following the completion of the donation, and that the Training Assets will only be used for purposes of the Program.
4. Institution agrees and acknowledges that it is solely responsible for disposing of the Training Assets in accordance with all applicable Federal, State and/or Local laws. Institution further agrees and acknowledges that it shall bear the entire cost associated with properly disposing of the Training Assets.
5. Institution acknowledges and agrees that the words "Mercedes-Benz," "Mercedes," "Sprinter," "Maybach," and "Smart" and the Three-Pointed Star Within a Circle, the Maybach logo, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Daimler AG – Daimler Aktiengesellschaft, the parent company of Mercedes-Benz through Daimler AG's subsidiary. Institution recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names without the prior written approval of MBUSA., which shall not be unreasonably denied or withheld
6. Institution agrees and acknowledges that it accepts the donation of the Training Assets from MBUSA in their current "as is" condition.
7. **MBUSA makes no promises, guarantees and/or warranties, express or implied, as to the condition, quality, utility, functionality and/or safety of the Training Assets and, to the fullest extent allowed under the law, expressly disclaims warranties of merchantability and fitness for a particular purpose.**

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

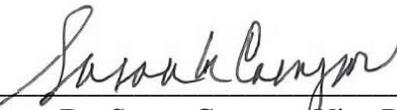
Meeting of September 27, 2022

ACTION EXHIBIT NO. 16804

SUBJECT: CURRICULUM COMMITTEE RECOMMENDATIONS

RECOMMENDATION: That the Board of Trustees approve the attached College Curriculum Committee recommendation.

RATIONALE: This recommendation was approved by the College Curriculum Committee on September 1, 2022, and approved by the Academic Senate on September 13, 2022.

Submitted to Board by: 
Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

<hr/>	<hr/>	<hr/>
Mark R. Stephens Board Chairman	Tracy Jennings Secretary	Date

Related forms requiring signature: Yes _____ No X

**College Curriculum Committee Summary
September 1, 2022**

for

**Academic Senate, September 13, 2022
Board of Trustees, September 27, 2022**

PROGRAMS

MAJOR PROGRAM REVISION(s)

- C446I ENT/Electrical Certificate
 - program status from temporary approval to permanent approval
 - *Effective 1/16/2023*
- C448Y ENT/Welding Certificate
 - program status from temporary approval to permanent approval
 - *Effective 1/16/2023*

MINOR PROGRAM REVISION(s)

- C206 Human Resources (AAS)
 - BUS 150 moved from Semester Four to Semester Three, BUS 240 moved from Semester Three to Semester Four
 - *Effective 1/16/2023*
- C306M Supply Chain Management Certificate
 - BUS 150 moved from Semester One to Semester Two, BUS 270 moved from Semester Two to Semester One
 - *Effective 1/16/2023*

COURSES

MAJOR COURSE REVISION(s)

- RHT 101 Freshman Rhetoric and Composition I
 - title to 'English Rhetoric and Composition I'; course description change
 - *Effective 8/20/2023*
- RHT 102 Freshman Rhetoric and Composition II
 - title to 'English Rhetoric and Composition II'; course description change
 - *Effective 8/20/2023*

MINOR COURSE REVISION(s)

- CIS 121 Introduction to Programming
 - prerequisite to 'None'
 - *Effective 1/16/2023*
- CIS 174 Windows Client-Server Systems Administration
 - title to 'Administering Windows Server'; course description change
 - *Effective 8/20/2023*
- LIT 231 Introduction to Shakespeare
 - course description change; update of course material
 - *Effective 1/16/2023*

Spring 2023 Triton College Districtwide Combined Schedule

The following firms have been invited to submit bids for printing of the Spring 2023 Triton College Districtwide Combined Schedule. On August 4, 2022 an advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Twenty-nine (29) companies were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Thursday, August 25, 2022, the bids were publicly opened and read aloud in room A-300 by John McGarry, Purchasing Manager and witnessed by Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
Woodward Printing Services 11 Means Drive Platteville, WI 53818	\$54,437.00

It is recommended that the Board of Trustees accept the proposal submitted by Woodward Printing Services in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President -- Business Services

A/C Number	01-80300520-540200005
A/C Name	Marketing-Printing
Budget	\$ 222,000.00
Prev. Expend	\$ 44,950.65
Schedule	\$ 54,437.00
Balance	\$ 122,612.35

MEMORANDUM

To: Sean Sullivan
From: Sam Tolia
Date: 8/29/22
Re: Bid Results

A handwritten signature, possibly 'S. Tolia', is written in black ink. To the right of the signature, the date '8/29/22' is written in a similar cursive style.

Three printers submitted a bid for the printing of the Triton Spring 2023 Combined Schedule. These bids are based on printing 145,000 copies at 88 pages plus cover. The cover prints four-color on 60# Gloss Enamel Text and the body prints two-color on 30# Newsprint. Also included in the bid is an electronic proof (PDF), saddlestitching, storage and simplified mailing.

The bid is as follows:

KK Stevens Publishing	\$57,460.21
Breese Publishing	\$54,498
Woodward Printing	\$54,437

Accepting the bid from Woodward Printing is recommended.

Spring 2023 Triton College Districtwide Combined Schedule Bid Tabulation	Triton College 8/25/2022 at 1:30 pm		
	Company Name:	Woodward Printing	Breese Publishing Company
145,000 copies, 88 pages plus cover	\$ 51,587.00	\$ 54,498.00	\$ 57,460.21
Additional signatures + 4	\$ 1,208.00	\$ 9,589.00	\$ 2,587.88
+ 8	\$ 2,340.00	\$ 5,863.00	\$ 3,542.72
+ 16	\$ 4,579.00	\$ 13,361.00	\$ 8,235.20
less signatures - 4	\$ (931.00)	\$ 7,016.00	\$ (106.67)
- 8	\$ (1,945.00)	\$ 772.00	\$ (1,636.53)
- 16	\$ (4,085.00)	\$ 1,731.00	\$ (4,691.31)
Additional M's	\$ 342.00	\$ 277.00	\$ 346.32
Inserts - Per 1,000	\$ 30.00	\$ 18.00	\$ 32.00
Delivery	\$ 2,850.00	Included	Included
Simplified mailing	Included	Included	Included
Storage	Included	Included	Included
Other Charges	Included	None	None
Total:	\$ 54,437.00	\$ 54,498.00	\$ 57,460.21

SPECIFICATIONS

NAME

Spring 2023 Triton College Districtwide Combined Schedule

PAGES

Please provide quote for 88 pages plus cover;
quote cost of plus or minus four-page signatures.

QUANTITY

145,000; give price for additional M's.

SIZE

Tabloid format; 10 1/2" x 12", saddlestitch.

INK

One color throughout interior (Black); four-color on front, inside front, back and inside back cover.

PAPER

Cover: 60# gloss enamel text **Body:** Good quality, 30# newsprint
Note: Clearly indicate whether or not cost of paper is included in base price of bid.

BLEEDS

Cover bleeds 3-sides. Body bleeds 4-sides. (Finished trim size is 10 1/2" x 12").

BINDERY

Saddlestitch.

COPY

All files will be provided electronically (PDFs) approximately Oct. 3rd, 2022.

PROOFS

At least one complete electronic proof (PDF) of the complete job is to be submitted to Triton College for approval before printing.

DELIVERY

2,000 schedules are to be delivered approximately Oct. 17, 2022 in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

STORAGE

143,000 schedules need to be stored until Nov. 28, 2022.

MAILING/2ND DELIVERY

143,000 copies to be prepared for simplified mailing and delivered approximately Nov. 28, 2022 to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine 60095-9997.

SCHEDULES PREPARED FOR MAILING SHOULD WEIGH NO MORE THAN 1,500 POUNDS PER PALLET. THE POST OFFICE WILL NOT ACCEPT ANY SKIDS WEIGHING MORE THAN THIS. IF THE POST OFFICE REJECTS SKIDS DUE TO OVERLOADING, IT IS THE PRINTER'S RESPONSIBILITY TO CORRECT THE SITUATION.

IT IS ALSO EXTREMELY IMPORTANT THAT THE WEIGHT OF THE EMPTY PALLET BE WRITTEN ON THE SIDE OF THE PALLET AS WELL AS ON THE PS FORM 3602.

Quote cost per thousand for simplified mailing.

PRINTER MUST PROVIDE TRITON COLLEGE WITH A CURRENT SUBSCRIPTION OF USPS CERTIFIED DELIVERY STATISTICS OR COMPARABLE ZIP CODE/CARRIER ROUTE INFORMATION.

THAT IS VALID WITHIN 90 DAYS BEFORE THE MAILING DATE. (PLEASE SUBMIT WITH YOUR FINAL BID) THE MAILING IS PREPARED BY THE PRINTER IN ACCORDANCE WITH THE DOMESTIC MAIL MANUAL ELIGIBILITY STANDARDS (343.6.0)

PRINTER SHOULD ALSO REFERENCE DMM (345.6.0 UP TO AND INCLUDING 345.6.10.6) TO BE ASSURED ALL POSTAL REGULATIONS ARE MET. (TRITON COLLEGE CAN NOT MAKE ANY EXCEPTIONS TO THESE REQUIREMENTS.)

PRINTER SHOULD FURNISH TO LORI SILVESTRI AT TRITON COLLEGE, N-100, A COMPLETED, SIGNED RECEIPT OF ALL SCHEDULES DELIVERED, INCLUDING THOSE SENT TO THE POST OFFICE.

IN THE EVENT THAT YOU HAVE ANY QUESTIONS REGARDING THE MAIL PREPARATION, YOU CAN CONTACT LORI ANN SILVESTRI AT LSILVEST@TRITON.EDU OR (708)456-0300 EXT 3812.

It will be assumed by Triton College that all bids meet the above specifications unless otherwise specifically stated in proposal.

If additional information or clarification is needed, please phone Sam Tolia at (708)456-0300, Ext. 3172.

Mailing List

Castle Printech
121 Industrial Drive
DeKalb, IL 60115

Reindl Printing, Inc.
1251 Yosemite Rd
Oconomowoc, WI 53066

Master Graphics, LLC
1100 S Main Street
Rochelle, IL 61068

Northern Printing Network
2801 Lakeside Dr Ste 110
Bannockburn, IL 60015

Creasey Printing Services
1905 Morning Sun Ln
Springfield, IL 62711

Signature Offset
13801 E 33rd Pl, Unit F
Aurora, CO 80011

United Graphics LLC
898 Cambridge Dr
Elk Grove Village, IL 60007

Midstates Inc
4820 Capital Ave NE
Aberdeen, SD 57401

Journal Topics/Wessell Web
622 Graceland Ave
Des Plaines, IL 60016

Blue Island Newspaper Printing, Inc,
282 W 147th St
Harvey, IL 60426

Precise Printing Network
2190 Gladstone Ct Ste A
Glendale Heights, IL 60139

Creekside Printing
1175 Davils Road
Elgin, IL 60123

Breese Publishing
P.O. Box 405
Breese, IL 62230

Regional Publishing Corp
12243 S Harlem
Palos Heights, IL 60463

John S Swift
999 Commerce Ct
Buffalo Grove, IL 60089

Woodward Printing Services
11 Means Drive
Platteville, WI 53818

Mignone Communication, Inc.
169 S Jefferson St
Berne, IN 46711

The Viking Printing Group
497 Widgeon Ln
Bloomington, IL 60108

Custom Services
120 W Laura Drive
Addison, IL 60101

Vouge Printers
820 S Northpoint Blvd
Waukegan, IL 60085

FLC Graphics Inc.
4600 N Olcott Ave
Harwood Heights, IL 60706

PA Hutchison Company
400 Pen Ave
Mayfield, PA 18433

Indiana Printing
899 Water St
Indiana, PA 15701

K.K Stevens Publishing Co.
100 N Pearl St
Astorla, IL 61501

Data Reproduction Corporation
4545 Glenmeade Lane
Auburn Hills, MI 48326

Topweb
5450 N Northwest Highway
Chicago, IL 60630

EP Graphics
169 Jefferson St
Berne, IN 46711

Envislon3
225 Madsen Dr
Bloomngdale, IL 60108

Cenveo
101 Workman Court
Eureka, MO 63025