

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1084121
Vendor Name: DAOES
Invoice Number: 18-168
Invoice Date: 04/19/18
PO Number: B0355206
Check Number: E0066664
Check Amount: \$ 5,098.36
Check Date: 04/25/2018
Department ID: 00717
Reviewer Name: Kathy Striplin
Voucher Number: V0509652
Redaction Type: None
Document Type: AP Invoice

Document Below

From: holmwoode@cod.edu
Sent: Fri Apr 20 12:16:20 CDT 2018
To: invoicing@cod.edu
CC: striplin@cod.edu
Subject: DAOES / TCD Invoice #18-168 for Addison Building Rental

Hello,

Attached is an invoice for Facility Rental for Spring 2018. Please route to Kathy Striplin/Facilities for payment approval.

Thank you,

Elizabeth Holmwood
Academic Outreach Programs | Administrative Assistant
College of DuPage
BIC 3B11, 425 Fawell Blvd., Glen Ellyn, IL 60137
630-942-4811 | holmwoode@cod.edu

DAOES/Technology Center of DuPage

INVOICE

301 S. Swift Road
Addison, IL 60101

Main: (630) 620-8770
Fax: (630) 691-7592

INVOICE NUMBER 18-168
INVOICE DATE 04/19/2018

College of DuPage

301 S. Swift Road
Addison, IL 60101

Attn: Nancy Keller

Attention: Kathy Striplin/Facilities - COD

TERMS NET 30 DAYS

ACCOUNT #	DESCRIPTION	UNIT PRICE	AMOUNT
1910	Facility Rental Spring 2018 for Credit Classes		\$423.36
APPROVED 04/20/18 - NEIL ADAMS			
INVOICE REVIEWED OKAY TO PAY KATHY STRIPLIN 04/20/18			
MAKE ALL CHECKS PAYABLE TO: Technology Center of DuPage		SUBTOTAL	\$423.36

Questions concerning this invoice?

Contact: Donna Contraveos
(630) 691-7594
donna@tcdupage.org

TOTAL \$423.36

Please return the copy of this invoice with your payment.

There is a \$25.00 service charge on each returned check.

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1084121

Vendor Name: DAOES

Invoice Number: 17-006

Invoice Date: 08/01/16

PO Number: P0357338

Check Number: E0066664

Check Amount: \$ 5,098.36

Check Date: 04/25/2018

Department ID: 67001

Reviewer Name:

Voucher Number: V0509748

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

DAOES/Technology Center of DuPage

301 S. Swift Road
Addison, IL 60101

Main: (630) 620-8770
Fax: (630) 691-7592

INVOICE

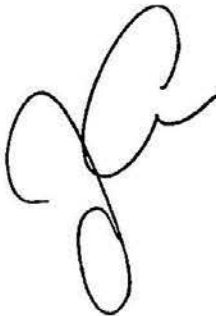
PO# 359338

INVOICE NUMBER
INVOICE DATE

17-006
08/01/2016
30 Days

TERMS

College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137
Attn: Yvonne Bedford

ACCOUNT#	DESCRIPTION	UNIT PRICE	AMOUNT
1910	COD Truck Driving School Rental Aug. 2016 Purchase Order#346997		\$4,675.00
AP VERIFIED 04/20/18 - MARIA ZERRUDO APPROVED			
 APR 10 2018			
MAKE ALL CHECKS PAYABLE TO: Technology Center of DuPage		SUBTOTAL	\$4,675.00
		TOTAL	\$4,675.00

Questions concerning this invoice?
Contact: Donna Contraveas
(630) 691-7594
donnac@tcdupage.org

TOTAL \$4,675.00

Please return the copy of this invoice with your payment.

There is a \$25.00 service charge on each returned check.

OK to pay after the fact
4/12/18
Stewart

Groves, Barbara

From: Deasy, Daniel J.
Sent: Wednesday, April 11, 2018 3:19 PM
To: Stewart, Donna
Cc: Groves, Barbara; Cassidy, Joseph
Subject: After the Fact Justification
Attachments: Scanned from a Xerox multifunction device.pdf; TCD DAOES Agreement thru June 30 2017.pdf

Good afternoon Donna,
We are requesting approval for the following after-the-fact justification.

We received the attached invoice dated 8/1/16 from the Technology Center of DuPage (TCD) for August 2016 rent in the amount of \$4,675.00. We confirmed with accounts payable that this invoice was not expensed last fiscal year from the FY 17 Blanket Order 346997. The Agreement is also attached that outlines the monthly rent payments we are obligated to pay. The Agreement was approved by the Board of Trustees on 7/28/16 Agenda Item 9x. We are asking to approve the attached invoice #17-006 in the amount of \$4,675.00 TCD to address the missed payment from FY17.

Thank you for your consideration.

Daniel Deasy
College of DuPage
Manager, Adult Education and CE Operations
630-942-4021

OK after the Fact

Stewart
4/11/18

**FACILITY USE AGREEMENT
BETWEEN
COLLEGE OF DUPAGE OPEN CAMPUS
AND
DUPAGE AREA OCCUPATIONAL EDUCATION SYSTEM (DAOES)**

As an addendum to the agreement entered into on the 5/19 day of 2016, between the DuPage Area Occupational Education System (hereinafter referred to as "DAOES") and Community College District Number 502 (hereinafter referred to as "College"), the parties further agree as follows for the term commencing July 1, 2016, and ending June 30, 2017.

1. DAOES shall provide the College instructors audio visual equipment for use in the College classes held at the DAOES Center. The DAOES Satellite Supervisor shall be responsible for scheduling, delivering and returning said equipment.
2. The rental fee shall be based on the following formula: number of class sessions x number of students x rental rate = rental fee. The number of students shall be defined as the number of students determined by state apportionment claim enrolled in programs conducted by the College at the DAOES facilities excepting those students using facilities pursuant to a lease agreement entered into between DAOES and the College dated May 19, 2016.

Rental rate for July 1, 2016-June 30, 2017 - \$1.81

3. The DAOES equipment (audio visual, laboratory or shop) which is established as damaged, lost, or stolen during College use shall be repaired or replaced by the College provided DAOES gives the College written notice within 30 days of the occurrence.
4. Whenever necessary, the College shall purchase and maintain supply cabinets in laboratory areas for storage of consumable supplies used for College classes.
5. Whenever necessary, the College shall require students participating in College courses conducted at the DAOES facilities to purchase basic hand tool kits.

For College of DuPage:

Signature: _____

Chairperson, Board of Trustees

Date: _____

6/23/2016

Attest: _____

Secretary

For DuPage Area Occupational Education System (DAOES):

Signature: _____

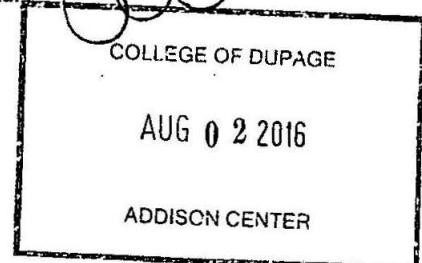
DAOES Board President

Date: _____

5/19/16

Attest: _____

Secretary



COD LEASE AGREEMENT

7/1/2016 - 6/30/2026

THIS LEASE is made and entered into by and between the BOARD OF DIRECTORS OF THE DUPAGE AREA OCCUPATIONAL EDUCATION SYSTEM, DuPage County, Illinois (hereinafter referred to as "LESSOR") and THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 502, COUNTIES OF DUPAGE, COOK, AND WILL and State of Illinois, hereinafter referred to as "LESSEE",

LESSOR as owner of the Technology Center of DuPage located at 301 South Swift Road, Addison, Illinois, and having authority to lease school buildings and facilities to suitable public lessees for educational and other purposes which serve the interests of the community, pursuant to Section 105 ILCS 5/10-22.11 (c), desires to lease classroom space to the LESSEE; LESSEE having authority to lease said space pursuant to Section 110 ILCS 805/3-38 of The Public Community College Act to lease such rooms, buildings and land as may be required. The parties desire to enter a lease defining their rights, duties and liabilities relating to the premises.

In consideration of the mutual covenants found herein, the parties agree as follows:

1. **PREMISES AND SERVICES:** LESSOR hereby leases to LESSEE 14,686 square feet of space at the Technology Center of DuPage located at 301 S. Swift Road, Addison, Illinois. The location of the space to be leased is shown on the attached Exhibit "A" (the "Leased Premises" or "Premises"), which is incorporated herein. Further, LESSEE shall have the right to use a designated entrance and hallway for access to the above-mentioned office and classroom space. Use of said entrance and common areas by LESSEE, its employees, agents, students, or other persons on LESSOR'S premises for LESSEE'S business purposes shall be subject to current written regulation as issued by the LESSOR.

Signs noting the location of the LESSEE offices may be erected provided they conform to local ordinances as will be allowed on Swift Road and at the College entrance. LESSEE will contract for this service. Such signage will be subject to LESSOR'S prior written approval which will not be unreasonably withheld.

2. TERM: This Lease begins on July 1, 2016 (12:01 a.m.) for 14,686 sq. ft. and terminates on June 30, 2026 (11:59 p.m.).

a. LESSEE shall have the option to renew this Lease for two additional years, providing the LESSEE provides written notice to LESSOR prior to April 1, 2026, of its intention to renew the Lease. LESSOR reserves the right to reject said request for renewal of Lease, provided written notice of said rejection is provided to LESSEE on or before April 30, 2026. LESSEE will have access to the leased premises 24 hours a day, seven days a week.

b. The Lease shall remain in force for ten years unless notification of termination of the Lease is tendered in writing by either party on or before April 1 of each year the Lease is in effect; exercising this option terminates the Lease on the following August 1 and requires the premises be vacated on or before August 1 of the year of notification .

c. LESSEE may have access to the non-leased portion of the Technology Center of DuPage premises during LESSOR'S non-normal hours with LESSOR'S approval after providing LESSOR with reasonable prior notice. Any requests for occupancy of facilities outside of the LESSOR'S normal hours may result in an additional charge to the LESSEE.

3. BASE RENT AND RELATED COSTS: LESSEE agrees to pay LESSOR the sum of \$199,692.89 Dollars calculated at \$13.60 per square foot per annum for 14,686 square feet

acceptable index to reflect the change, if any, in the purchasing power of U.S. Dollars between the Base Month and any subsequent Adjustment Month. In the event that the parties are unable so to agree, then the selection of an appropriate index shall be determined by arbitration pursuant to the provisions of the pertaining paragraph. No calculation for any additional rent under the provisions of this paragraph shall in any event reduce the Base Rent.

4. PAYMENT OF RENT: LESSEE agrees to pay rent for the term of the lease to the DAOES/business office or at such other address as LESSOR may designate in writing.

5. LEASEHOLD MODIFICATION: Any modifications or renovation requested or required by LESSEE subsequent to LESSEE'S taking possession of the premises shall be the full responsibility of LESSEE and subject to LESSOR'S prior written approval which shall not be unreasonably withheld. For major renovations, such written approval shall be memorialized in a separate written agreement negotiated by the parties and no such work shall commence until such written agreement is approved by the Parties. LESSEE agrees to pay for the costs of required modifications or renovation to the premises.

6. REGULATION OF EMPLOYEES AND WORK AREAS: LESSOR shall have the right to establish reasonable rules and regulation in writing. See Exhibit B for current rules and regulations.

a. For the conduct of LESSEE, its agents, employees, students or persons entering in or on LESSOR'S premises, including that which is leased.

b. For the reasonable use of the office space.

LESSEE shall take full responsibility for the conduct of its agents, assigns, employees, students or other persons entering the premises in relation to LESSEE'S use of the premises and agrees to

providing educational services similar in nature to those provided by the LESSEE. Upon LESSOR'S approval of any assignment or subletting of this Lease, the same terms and conditions shall apply to any prospective assignee and be incorporated into any written agreements thereto, unless otherwise agreed by the LESSOR and LESSEE and the sublease is less than one year in duration and the premises are utilized for specific dates and times. In such event the sub lessee(s) shall provide a certificate of insurance to the LESSOR providing limits of coverage as contained in Section 15, naming the LESSOR as an additional insured for such coverage. If the LESSEE sublets or assigns the premises to other entities for longer than a year period and the premises is utilized on a daily basis, then upon LESSOR'S approval of any assignment or subletting of this Lease, the same terms and conditions shall apply to any prospective assignee or sub lessee and same shall be incorporated into any written agreements thereto, unless otherwise agreed by the LESSOR.

9. NO WASTE OR MISUSE: During the term of this Lease, or any renewal thereof, the LESSEE shall repair and restore any glass broken in any of the doors and windows in the premises hereby leased to LESSEE, unless such repair or replacement is covered by another funding source, which replacement or restoration shall be of a like kind and quality. Acts of God and shifting or settling of the building which causes glass breakage will be repaired/replaced by LESSOR. The LESSEE, its employees, agents, or students, shall not allow any waste of water or misuse or neglect of water and lighting fixtures on the premises. LESSEE will pay all damages to LESSOR'S premises caused by such waste or misuse.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, LESSEE agrees to yield up immediate and peaceable possession to LESSOR. In the event of a default, LESSOR shall send notice of

18. **SEVERABILITY:** If any clause, phrase, provision or portion of this lease or the application thereof shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remaining portions of this lease nor any other clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto this 19th day of May, 2016.

DUPAGE AREA OCCUPATIONAL
EDUCATION SYSTEM
(LESSOR)

ATTEST:

By: [Signature]
Secretary

By: [Signature]
President, Board of Directors

COMMUNITY COLLEGE DISTRICT NO. 502,
DUPAGE, COOK, AND WILL COUNTIES,
STATE OF ILLINOIS (LESSEE)

ATTEST:

By: [Signature]
Secretary

By: [Signature]
Chairperson, Board of Trustees

(1) This lease supersedes all previous leases between the Board of Directors of the DuPage Area Occupational Education System and the Board of Trustees.

EXHIBIT "B"
DAOES RULES AND REGULATIONS

The following represent the general conditions for use of the Technology Center of DuPage.

1. Organizations needing storage facilities between use of facilities must obtain special permission for such storage from the Director or his/her designee. Storage of materials and equipment shall be at the risk of the Lessee.
2. Materials and equipment brought into a facility shall be at the risk of the Lessee, shall be clearly identifiable to owner, shall not be such as to create a storage problem for the school, nor shall be such as to cause real or potential danger to school personnel or property.
3. Members of an organization utilizing facilities must confine themselves to the areas assigned for their use. The organization must provide sufficient supervision to prevent trespassing to portions of the facility not authorized for use and to insure compliance with these conditions of use.
4. The use in any form of tobacco, drugs, liquor, profane language, gambling, or violence is prohibited.
5. Permission for use of food or beverages must be secured from the Director or his/her designee.
6. Permission for use of additional equipment or furniture must be secured from the Director or his/her designee.
7. Permission to remove or rearrange existing furniture or equipment in a facility must be secured from the Director or his/her designee.
8. School furniture and lab equipment may be utilized with the permission of the Director or the Director's designee.
9. Permission to utilize electrical appliances or equipment must be secured from the Director or his/her designee.
10. Permission to place decorations must be secured from the Director or his/her designee. Any decorations permitted must be removed by the Lessee within the Lease period.
11. No activity of the Lessee shall be such that it creates a nuisance or disrupts the peace of the neighborhood surrounding the facility.
12. Facilities must be vacated within the Lease period indicated in the Lease Agreement.
13. At the option of the Director or his/her designee, certified and/or custodial employees of the Technology Center of DuPage may be assigned to supervise the Leased facility and shall have the authority to enforce all conditions of use herein stipulated.
14. Lessee shall reimburse the Technology Center of DuPage for damage to school property occurring as a result of their use of facilities in the amount that the damage exceeds the amount actually received by the Technology Center of DuPage from insurance coverage.
15. Lessee shall not consign, transfer, or sublet facilities or properties to others.

EXHIBIT "C"
INDEMNITY AGREEMENT

The BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 502, DUPAGE, COOK AND WILL COUNTIES, Illinois, as LESSEE under a certain lease dated _____, 2016, for and in consideration of permission being granted to utilize certain facilities and property of DuPage Area Occupational Education System ("DAOES"), DuPage County, Illinois, does hereby agree to defend, indemnify, protect and hold harmless said DAOES, its board members, officer, agents, successors, assigns and employees from any claim, demand, expense or liability, including but not limited to, personal injury, bodily injury, death, property damage, court costs, attorneys' fees and interest ("Claims"), howsoever caused, which arise directly or indirectly out of the utilization of the aforesaid facilities and property by LESSEE, resulting from either the actions or inactions of any board member, officer, agent, or employee of LESSEE. LESSEE shall have no obligation to defend, indemnify, protect or hold harmless DAOES for any portion of damages, costs, or losses caused by DAOES', its employees', agents' or assigns' negligence or willful misconduct. No claim as a third party beneficiary under this Indemnity Agreement by any person, firm, or corporation shall be made or be valid against LESSEE.

This Indemnity Agreement is not to operate as a release of any insurance company insuring any of the persons or entities covered hereby from liability to pay in accordance with the terms of any insurance policy issued to cover claims of the character hereinabove referred to.

This Agreement shall be binding upon and inure to the benefit of the agents, assigns or successors in office of all parties hereinbefore designated.

Dated this 23 day of JUNE, 2016.

BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 502, DuPage, Cook and Will Counties,
Illinois

By: _____

President, Board of Trustees

ATTEST:

By: _____

Secretary