

21498

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BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
County of Cook and State of Illinois

RENEW ACCOUNTS PAYABLE AUDIT SERVICES AGREEMENT  
DISTRICT OFFICE  
[Amend Board Report #21027 dated 12-3-1998]

THE CHANCELLOR

REPORTS

that in Board Report #21027 approved December 3, 1998, the Board of Trustees authorized a 2-year agreement with S. Benton Robinson & Associates, a subcontractor of FREE Inc., to provide accounts payable audit services; and

that staff has recommended the continuation of these services by S. Benton Robinson & Associates, with said services based on a percentage of funds actually recovered as its compensation; and

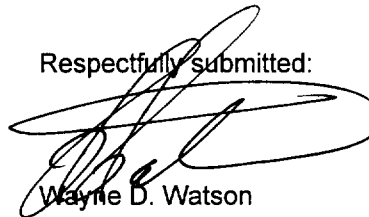
that S. Benton Robinson & Associates is an M/WBE firm.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves a renewal Agreement with S. Benton Robinson & Associates Inc., 1641 E. 92nd Street, Chicago, for accounts payable audit services for FY1999 and FY2000; and authorizes the Chairman and Assistant Secretary to execute the renewal Agreement on behalf of the Board.

Respectfully submitted:



Wayne D. Watson  
Chancellor

September 2, 1999

COLLEGE REVIEW: N/A REQ. NO. \_\_\_\_\_  
President

CENTRAL OFFICE REVIEWS & DATES SIGNED:

<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Purchasing	Contract Compl.	Legal	Board Office
Date		8/23/99	8-23
<u>C. J. W.</u>	<u>          </u>	<u>          </u>	<u>          </u>
Finance	Admin. Svcs.	Other	Other
Date 8-23-99			

21498

S. Benton Robinson & Associates, Inc.  
 1641 E. 92nd St., Chicago, IL 60617  
 773-768-8373

**Contract Amendment**

1. It is mutually desired to amend the contract between S. Benton Robinson & Associates, Inc., hereinafter S.B.R.,Inc., and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois to include FY99 in the period to be covered by the audit and to extend the audit term for two additional years.
2. Item 1 of the Letter of Agreement signed Dec. 3, 1998 provides, in part, for the audit of "all existing overpayments for the audit period between July 1, 1996 and June 30, 1998..." It is desired that this provision be amended to read as follows: "all existing overpayments for the audit period between July 1, 1996 and *June 30, 2000...*"
3. Item 12 of the Letter of Agreement signed Dec. 3, 1998 provides, in part, as follows: "This Agreement will continue in effect for one (1) year from the latest date executed below. At the end of the one (1) year period the parties, upon mutual agreement, may extend this Agreement." It is desired that this provision be amended to read, in part, as follows: "This Agreement will continue in effect for *two (2) years from December 3, 1998*. At the end of that period the parties, upon mutual agreement, may extend this Agreement."
4. It is hereby acknowledged and agreed that all other terms and conditions remain as stated in the Letter of Agreement Signed December 3, 1998.

Board of Trustees of Community  
 College District No. 508, County  
 of Cook and State of Illinois

S.B.R.,Inc.

\_\_\_\_\_  
 CHAIRMAN OF THE BOARD

\_\_\_\_\_  
 (Signed)

Attested \_\_\_\_\_

Title \_\_\_\_\_

**ASSISTANT BOARD SECRETARY**  
 Approved for legal form:

Date \_\_\_\_\_

*Regina P. Hayes*  
*General Counsel*

Date \_\_\_\_\_

*Old ~~How~~ Contract*  
21498

S. Benton Robinson & Associates, Inc.  
1641 E. 92nd St., Chicago, IL 60617  
773-768-8373

Letter Of Agreement

1. S. Benton Robinson & Associates, Inc., hereinafter S.B.R., Inc., will conduct an audit of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereinafter the Client, for overpayments to vendors, suppliers and others. Overpayments may include but are not limited to discounts, freight allowances, special discounts, sales and other taxes paid or accrued in error, credit memos not taken and duplicate payments. All existing overpayments for the audit period between July 1, 1996 and June 30, 1998 (i.e., FY97 and FY98) are considered within the scope of this audit unless (a) Client can present documentation that repayment has been requested in writing from the vendor within sixty (60) days prior to the start date of the audit, (b) Client identifies the overpayments to be excluded from the audit prior to the start of the audit, and (c) Overpayments relating to utilities.
2. Overpayment letters will be written by S.B.R., Inc. which are approved by Client prior to release. If no response has been received within thirty (30) days of the date of each overpayment letter; then, after additional telephone contact, a corresponding Debit letter will be sent to the vendor and, if approved by Client, entered into the Client's payables system. Overpayment and Debit letters will be approved by Client prior to mailing. S.B.R., Inc. will provide Client with copies of all correspondence relating to this contract. Overpayments will be considered recovered by S.B.R., Inc. on behalf of Client when, in response to the overpayment letters or debits, Client has (a) received a check, (b) received a Credit memo, (c) received a letter authorizing deduction of the overpayment, or (d) deducted the debit from open invoices.
3. Client will compensate S.B.R., Inc. for recoveries of overpayments by S.B.R., Inc. on behalf of Client 40% of recoveries. Payment will be due to S.B.R., Inc. within thirty (30) days of the date of the S.B.R., Inc. invoice presented to Client, but no sooner than thirty (30) days from the date of recovery.
4. During the audit period solely, S.B.R., Inc. will write its own letters and take care its own correspondence. Use of Client's letterhead, envelopes, Debit forms, postage, photocopier, fax and telephone will be provided to S.B.R., Inc. and paid for by Client. S.B.R., Inc. will provide Client with copies of all letters and correspondence released and/or relating to Client under this contract.
5. Invoice, supplier, financial and all information in Client's possession or control will be treated by S.B.R., Inc. as confidential. The audit will be conducted on the premises of Client.
6. Upon cancellation of an overpayment letter or debit previously recovered and paid to S.B.R., Inc., such amount may be deducted from a future S.B.R., Inc. invoice, or if there are no S.B.R., Inc. invoices outstanding

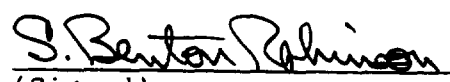
a check will be paid by S.B.R., Inc. to Client for such cancellations if other mutually satisfactory settlement is not made.

7. A written summary review of the audit, including but not limited to the time period of summary of payments detailing overpayments and/or duplicate payments, will be given to Client upon completion of the audit.
8. S.B.R., Inc. agrees to comply with all federal, state and local laws applicable to the performance of this contract. Further, S.B.R., Inc. agrees to comply with Client's Minority & Women Business Enterprise Contract Participation Plan and Ethics Policy.
9. S.B.R., Inc. acknowledges that Client is a local government body subject to the Illinois Public Community College Act (110 IL 805/1-1, et. seq.) and the Rules for the Management and Government of the City Colleges of Chicago as enacted and amended from time to time.
10. The parties agree that S.B.R., Inc. will maintain an independent contractor relationship to Client under this contract.
11. It is mutually agreed and understood that during the term of this agreement S.B.R., Inc. will indemnify and hold Client harmless from all claims, actions and judgements, including attorney fees, for personal injury, public liability and property damage related to the use and occupancy of Client's premises and facilities under this Agreement, whether or not it shall be alleged or determined that the act(s) was/were caused through negligence or omission of S.B.R., Inc., S.B.R., Inc.'s employee(s), agent(s), subcontractor(s), and/or the employees of the subcontractor(s).
12. This Agreement will continue in effect for one (1) year from the latest date executed below. At the end of the one (1) year period the parties, upon mutual agreement, may extend this Agreement. However, this Agreement may be terminated by either party provided sixty (60) days written notice is given, subject to paying S.B.R., Inc. its fees already accrued and fees that will accrue under paragraphs 2 and 3 above and subject to S.B.R., Inc. retaining the right to follow-up on overpayment letters after active auditing is complete. These obligations shall survive the termination of this Agreement.

Board of Trustees of Community  
College District No. 508, County  
of Cook and State of Illinois

S.B.R., Inc.

  
(Signed) **CHAIRMAN OF THE BOARD**

  
(Signed)

Attested   
**ASSISTANT BOARD SECRETARY**

Title President

Approved for legal form:

Date: 12/15/98

  
Date DEC 3 - 1998

21027

*Old Bd Rpt*

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
County of Cook and State of Illinois

**DEC 3 - 1998**  
COUNTY OF COOK  
AND STATE OF ILLINOIS

ACCOUNTS PAYABLE AUDIT SERVICES AGREEMENT  
DISTRICT OFFICE

THE CHANCELLOR

REPORTS

that District Office staff has requested that the accounts payable audit services be continued in order to determine whether any vendor discounts or overpayments can be identified; and

that in Board Report #19651 dated 12-5-1996, the Board approved a contract with FREE Inc. for accounts payable audit services; and that FREE Inc. subcontracted such services to S. Benton Robinson & Associates Inc.; and

that S. Benton Robinson & Associates is an M/WBE firm with experience in conducting accounts payable audits; and

that S. Benton Robinson & Associates has agreed to continue to provide needed accounts payable audit services based on a percentage of funds actually recovered as its compensation.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves the Agreement with S. Benton Robinson & Associates Inc., 1641 E. 92nd Street, Chicago, for accounts payable audit services for FY1997 and FY1998; and authorizes the Chairman and Assistant Secretary to execute the Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

December 3, 1998