

MT. SAC AUXILIARY SERVICES CORPORATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS

Thursday, April 21, 2022

Building 4, Conference Room 2460 – 3:30 p.m.

Please provide any public comment by noon Thursday, April 21, 2022,

To: Yadira Santiago – ysantiago2@mtsac.edu

AGENDA

Auxiliary Services Board of Directors Members:

Morris Rodrigue, Chairperson

Audrey Yamagata-Noji

Rosa Royce

Jenny Leung

Courtney Larrabee

Yadira Santiago (Notes)

1. Call to Order.
2. Public comment.
3. Consideration of Approval of Minutes for March 3, 2022.
4. Consideration of Approval of Sodexo Contract Amendment.
5. Consideration of Approval of Barnes & Noble Contract Amendment.
6. Consideration of Approval of RFP #3415 – Vending Machine Service.
7. Adjourn

Board approved future meeting dates:

June 2, 2022 September 1, 2022 December 1, 2022

March 2, 2023 June 1, 2023 September 7, 2023 December 7, 2023

MT. SAC AUXILIARY SERVICES CORPORATION BOARD OF DIRECTORS MINUTES

Thursday, March 3, 2022

The third quarterly meeting of the Mt. SAC Auxiliary Services Corporation Board of Directors, was called to order at 2:03 p.m. on Thursday, March 3, 2022, by Morris Rodrigue, Chairperson. Those present were: Morris Rodrigue, Rosa Royce, Jenny Leung, and Courtney Larrabee (2:21 p.m.). Guest: Alicia Herrera, Rick Alonzo, and Eddie Correa. Staff: Suzanne Luetjen and Yadira Santiago. Absent: Audrey Yamagata-Noji.

2 – No public comment.

5 – Consideration of approval to Accept the Audit report from Eide Bailly, LLP, Certified Public Accountants, for the Fiscal Year Ending June 30, 2021, relating to the Books and records of the Mt. SAC Auxiliary Services Corporation – It was moved by Rosa Royce, seconded by Jenny Leung to accept the Audit report from Eide Bailly, LLP.

Ayes: Rodrigue, Royce, Leung
Absent: Yamagata-Noji, Larrabee

6 – Consideration of Approval to Accept the Statement of Revenues and Expenses (Unaudited) YTD June 30, 2021 – It was moved by Rosa Royce, seconded by Jenny Leung, to approve the Statement of Revenues and Expenditures (Unaudited) YTD September 30, 2021, and December 31, 2021.

Ayes: Rodrigue, Royce, Leung
Absent: Yamagata-Noji, Larrabee

3 – Consideration of Approval of Minutes for December 2, 2021 – It was moved by Jenny Leung, seconded by Rosa Royce, to approve the minutes of December 2, 2021.

Ayes: Rodrigue, Royce, Leung
Absent: Yamagata-Noji, Larrabee

4 – Consideration to accept the Election of Officers/Appointments – In accordance with the Bylaws of the Board of Directors, composition will be the following officers/appointments elected to terms of one year or until successors are elected and qualified, effective March 3, 2022: Appointment of Associated Students Representative – It was moved by Jenny Leung, seconded by Rosa Royce, to approve the appointment of Associated Students Representative as of March 3, 2022.

Ayes: Rodrigue, Royce, Leung, Larrabee
Absent: Yamagata-Noji

7 – Discussion – Amended and Restated Bylaws.

8 – Discussion – Amended and Restated Master Agreement.

9 – Discussion – RFP Vending – forming of committee is in process.

10 – Discussion update on the Food Services & Sodexo Advisory Committee. This item will be kept on the Agenda for updates.

11 – Reports:

- Administrative Services – Morris Rodrigue
- SacBookRac – Suzanne Luetjen
- Sodexo – Eddie Correa

12 – Adjournment – The meeting adjourned at 3:03 p.m.

AMENDMENT TO MANAGEMENT AND OPERATIONS AGREEMENT

This Amendment Number Two to Management and Operations Agreement ("Amendment") is effective February 28, 2022 ("Effective Date") and is between Mt. San Antonio College Auxiliary Services Corporation ("Auxiliary") and Sodexo America, LLC, a Delaware limited liability Company ("Sodexo"). Sodexo and Auxiliary shall be known collectively as the "Parties".

WHEREAS, Auxiliary and Sodexo are parties to that certain Agreement dated July 1, 2021, as amended whereby Sodexo provides Auxiliary with food service facilities and operations for the benefit of students and employees of the Mt. San Antonio Community College District;

WHEREAS, the Parties now desire to further amend the Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. For the period commencing February 28, 2022 and continuing through June 26, 2022, unless terminated by either party with thirty (30) days advance written notice, Auxiliary authorizes Sodexo to utilize Auxiliary's kitchen equipment to prepare meals for the Riverside County Office of Aging ("Temporary Meal Service"). Meals shall be prepared by Sodexo Monday – Friday, from 4 A.M to 7 A.M. In consideration of the foregoing, Sodexo shall pay Auxiliary a rent payment of Eight Hundred Dollars (\$800.00) per month for the term of the Temporary Meal Service. The term of the Temporary Meal Service may be extended through mutual written agreement.

2. All other terms and conditions of the Agreement shall remain in full force and effect throughout the Term.

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment as of the Effective Date.

**MT. SAN ANTONIO AUXILIARY
SERVICES CORPORATION**

By:  _____

Name: Morris Rodrigue
Its: VP, Administrative Services

SODEXO AMERICA, LLC

By:  _____
Jennifer King (Mar 18, 2022 09:00 PDT)

Name: Jennifer King
Its: Senior Vice President

Amendment #1
Agreement for Bookstore Services
Between
Mt. San Antonio College Auxiliary Services Corporation
and
Barnes & Noble College Booksellers, LLC

Effective July 1, 2021 ("Effective Date"), this Amendment No. 1 ("Amendment") to the Bookstore Management and Operations Agreement dated January 1, 2018 ("Agreement") is hereby entered into by and between Mt. San Antonio College Auxiliary Services Corporation ("Mt. SAC Auxiliary Services") and Barnes & Noble College Booksellers, LLC according to the following terms and conditions.

1. **Article III, Section 3.1(A), Term and Termination** of the Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

A. Term. The initial contract shall commence on January 1, 2018, and continue until June 30, 2023. If it is deemed to be mutually beneficial to both Mt. SAC Auxiliary Services and Barnes & Noble College, both parties can mutually agree to renew the Agreement for an additional five (5) year period.

2. **Article IV, Section 4.7, Current Full-Time Auxiliary Employees** of the Agreement is hereby amended by deleting the first sentence of the third paragraph thereof in its entirety and replacing it with the following:

Barnes & Noble College will reimburse Mt. SAC Auxiliary Services up to \$20,000 per month for salaries, benefits, employer contributions, and health and welfare benefit costs for the Full-Time Auxiliary Employees within 30 days of receipt of the invoice from Mt. SAC Auxiliary Services.

3. Except as expressly modified above, all other terms and specifications of the Agreement shall remain the same.
4. This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

Agreed as of the Effective Date:

Mt. San Antonio College Auxiliary Services Corp.

Barnes & Noble College Booksellers, LLC

By: 

By: 

Name: Morris Rodriguez

Name: Christopher Peterson

Title: Vice President, Administrative Services

Title: Senior Vice President of Stores

Date: December 6, 2021

Date: 12/3/2021



TO: Mt. SAC Auxiliary Services Board of Directors

FROM: Morris Rodrigue – Vice President, Administrative Services

DATE: April 21, 2022

SUBJECT: RFP – 3415 – Vending Machine Services

BACKGROUND AND OVERVIEW

The current agreement, with Compass Group USA, Inc. (aka Canteen) for vending machine services including snacks, beverages, and coffee will expire on June 30, 2022. On behalf of Auxiliary Services, the Purchasing staff developed a Request for Proposal (RFP) with input from an interdisciplinary evaluation committee comprised of several representatives from various areas of campus. Additionally, a survey of students and staff was conducted to solicit input regarding desired product mix, including healthy options, affordability, as well as the current level of satisfaction with existing offerings.

ANALYSIS

The Request for Proposal (RFP) No: 3415 was advertised in accordance with Education Code Section 81641. Proposals were solicited and received electronically via the College's vendor and bid management system. Ten (10) firms received notifications and expressed interest in the RFP. The following five (5) firms submitted proposals:

- Compass Group USA Inc., Garden Grove, CA
- Dependable Vending, Inc., Upland, CA
- First Class Vending, Inc., Bell Gardens, CA
- Intellivend, Gardena, CA
- Vending and Amusements Inc., Los Angeles, CA

Having met all RFP requirements, and following evaluation by the established committee, the committee's recommendation is to award a new 5-year agreement to First Class Vending, Inc., (First Class) as the highest-rated, responsive, responsible proposer that met the College's newly established nutrition requirements) and provides the best return and overall value to the District.

This is a no-cost, revenue-enhancing agreement with an anticipated 35.2% return on products sales, as well as a \$100,000 sign-on bonus. The sign-on bonus will be distributed annually to Auxiliary in the amount of \$20,000, over the 5-year term. First Class has proposed applying \$10,000 per year to the student scholarship fund. Additionally, First Class will be donating 5 cases of bottled water and 5 cases of granola bars per year of the five-year term, for a total of 50 cases of free

product to the Auxiliary. Funds generated from vending machine products sales will supplement accounts and support activities as designated by the Auxiliary

RECOMMENDATION

It is recommended that the Auxiliary Services Board award a five-year contract to First Class Vending, Inc. as presented.