

**AGENDA ITEM #X-C-4
FEBRUARY 27, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED SALARY RANGE PLACEMENT
HEAD COACH/COORDINATOR, ATHLETIC OPERATIONS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the revised salary range placement for Head Coach/Athletic Operations with placement at range level 29 on the Highland Salary Range Table.

BACKGROUND: With the position being changed from Head Coach/Coordinator, Sports Information and Intramurals to Head Coach/Coordinator, Athletic Operations, salary data for comparable positions was gathered. The salary range placement for Head Coach/Coordinator, Athletic Operations is being modified from range level 28 to 29 to align with local and regional market data, along with consideration of internal equity.

BOARD ACTION: _____

**AGENDA ITEM #X-C-5
FEBRUARY 27, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED SALARY RANGE PLACEMENT
HEAD COACH/COORDINATOR, ATHLETIC COMPLIANCE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the revised salary range placement for Head Coach/Athletic Compliance with placement at range level 29 on the Highland Salary Range Table.

BACKGROUND: With the position being changed from Coordinator, Women's Athletics to Head Coach/Coordinator, Athletic Compliance, salary data for comparable positions was gathered. The salary range placement for Head Coach/Coordinator, Athletic Compliance is being modified from range level 27 to 29 to align with local and regional market data, along with consideration of internal equity.

BOARD ACTION: _____

**AGENDA ITEM #X-D-1
FEBRUARY 27, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF BID
NEW PARKING LOT AT HCC ATHLETIC FIELDS PROJECT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the low base bid meeting specifications from Fischer Excavating of Freeport, IL of \$292,000 for the new parking lot at the HCC athletic fields project. This bid is within the projected budget for the project.

BACKGROUND: The existing parking area that serves the athletic fields at HCC is grass with a gravel path through it. This can be a barrier to athletes and visitors especially during rainy times. The current parking area also has no ADA compliant parking due to the nature of the surface. This project would pave the entire parking area with asphalt and allow for the appropriate number of ADA parking spaces, as well as proper water drainage.

This project will be funded by the Protection, Health, and Safety levy as approved at the November 28, 2023, Board of Trustees meeting.

The request for bids was advertised and four bids were submitted.

Bids were opened at 2:00 p.m. on February 9, 2024.

BOARD ACTION: _____



February 9, 2024

Ms. Jill Janssen
Highland Community College
2998 West Pearl City Road
Freeport, Illinois 61032

Re: New Baseball Parking Lot for
Highland Community College (RLJA# 23-065)

Dear Jill:

On February 9, 2024, bids were received for the New Baseball Parking Lot. Qualified bids were received from 4 Contractors. The low Base Bid was \$292,000.00 and was submitted by Fischer Excavating, Freeport, Illinois. The Base Bid includes a \$21,000.00 allowance for unsuitable soil replacement.

See bid tab attached.

The estimated cost for the Base Bid was \$297,000.00.

We have worked with Fischer Excavating on successful projects in the past.

We recommend awarding the project to Fischer Excavating upon the Board's review and approval of the funds available. We will prepare a Letter To Proceed and Owner/Contractor Agreement upon receiving the Board's approval.

If you have any questions regarding the above information, please contact me at your convenience.

Sincerely,

RICHARD L. JOHNSON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Scott R. Johnson', written over a horizontal line.

Scott R. Johnson, AIA, LEED AP
Project Architect
cc: 23-065 file

**New Baseball Field Parking Lot
for Highland Community College**

February 9, 2024

RLJA #23-065

BIDDERS	BID GUAR.	ADDM RCPT.	SITE INSPCT	CERT. FORM	BASE BID	UNIT PRICES
						Removal of unsuitable soil
Doc's Excavating 6482 W. Sanders Hill Rd. Winslow, IL 815-275-3256	5%	2	Yes	Yes	\$320,998	\$77.90
Fischer Excavating 1567 Heine Road Freeport, IL 815-541-6264	5%	2	Yes	Yes	\$292,000	\$70.00
Helm Civil 2283 US 20 Business Freeport, IL 815-297-8526	5%	2	Yes	Yes	\$348,600	\$65.00
M2 Service Co. 1291 Kyser Drive Byron, IL 815-234-8715	5%	2	Yes	Yes	\$314,574	\$53.00

**AGENDA ITEM #X-D-2
FEBRUARY 27, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF BID
BUILDING “M” (MARVIN-BURT LIBERAL ARTS CENTER) INSTRUCTIONAL
SPACE AND BUILDING “H” (STUDENT/CONFERENCE CENTER) WELCOME
CENTER RENOVATION PROJECTS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the low base bid meeting specifications from Scandroli Construction of Rockford, IL of \$809,303 for the Building “M” (Marvin-Burt Liberal Arts Center) instructional space and Building “H” (Student/Conference Center) welcome center renovation projects. This bid is within the projected budget for the projects.

BACKGROUND: This project will bring needed improvements to the instructional space on the second floor of building M by re-sizing M-217 & M-218 into more appropriately sized spaces for class sizes, as well as replacing ceilings in all other instructional spaces, upgrading much of the audio/visual equipment, adding technology to some spaces, and cosmetically refreshing all areas. This project also includes the renovations in building H to construct a welcome center on the first floor with a presentation space for student tours and to host student events, as well as other opportunities. Included in this renovation will be a re-imagined layout of a portion of the advising area, which will move the Student Information Assistant to a more forward-facing position that will improve student and visitor first impressions and wayfinding, as well as kiosks for student registration and self-service technology.

These projects are funded by and included in the approved 2022 bond funding.

The request for bids was advertised and three bids were submitted.

Bids were opened at 2:00 p.m. on February 9, 2024.

BOARD ACTION: _____



February 9, 2024

Ms. Jill Janssen
Highland Community College
2998 West Pearl City Road
Freeport, Illinois 61032

Re: Renovation Project at Building "H" and "M" for
Highland Community College (RLJA# 23-066)

Dear Jill:

On February 9, 2024, bids were received for the Renovation Project at Building "H" and "M". Qualified bids were received from 3 General Contractors. The low Base Bid was \$809,303.00 and was submitted by Scandroli Construction, Rockford, Illinois.

See bid tab attached.

The estimated cost for the Base Bid was \$826,000.00.

We have worked with Scandroli Construction on successful projects in the past.

We recommend awarding the project to Scandroli Construction upon the Board's review and approval of the funds available. We will prepare a Letter To Proceed and Owner/Contractor Agreement upon receiving the Board's approval.

If you have any questions regarding the above information, please contact me at your convenience.

Sincerely,

RICHARD L. JOHNSON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Scott R. Johnson", written over a horizontal line.

Scott R. Johnson, AIA, LEED AP
Project Architect
cc: 23-066 file

**Renovation Project Bldgs. "H" and "M"
for Highland Community College**

February 9, 2024

RLJA #23-066

BIDDERS	BID GUAR.	ADDM RCPT.	SITE INSPCT	CERT. FORM	BASE BID
Nicam Construction 3143 Business 20 W Freeport, IL 815-616-8126	5%	3	Yes	Yes	\$907,000
Rockford Structures 10540 N. 2nd St. Machesney PK, IL 815-633-6161	5%	3	Yes	Yes	\$917,000
Scandrol Construction 1321 Capital Drive Rockford, IL 815-962-4037	5%	3	Yes	Yes	\$809,303

**AGENDA ITEM #X-D-3
FEBRUARY 27, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF PROPOSAL
PARKING LOT AND LOOP ROAD LIGHTING REPLACEMENT PROJECT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the proposal from Helm Service of Freeport, IL of \$118,314 for the Parking Lot and Loop Road Lighting Replacement project. This quote is within the projected budget for the project.

BACKGROUND: The existing LED lighting in all parking lots and around the loop road was installed in 2010. Now, 13 years later, many of the drivers (ballasts) and LED strips have failed causing the lighting to be less than optimal for safety and security of campus and its students, staff, and visitors. The cost of repairing the existing fixtures can be as much as twice the cost of replacing the fixtures complete with a new, more modern and more energy efficient fixture. While the dollar amount of the proposal exceeds usual bidding requirements, our membership with Equalis Group – Cooperative Purchasing Organization satisfies the State of Illinois bidding requirements and allows us to forego the usual architect/engineer design costs and bidding process and contract directly with Helm Service, with whom we have had a satisfactory, long-term relationship.

This project will be funded by the Protection, Health and Safety levy as approved at the November 28, 2023, Board of Trustees meeting.

BOARD ACTION: _____

PROJECT PROPOSAL**Company**

Helm Service
2279 Yellow Creek Road
PO Box 690
Freeport, IL 61032
Ph: 815-297-6110

Proposal Date: 12/19/2023

Proposal Number: P05656

Bill To Identity

HIGHLAND COMMUNITY COLLEGE
2998 W. PEARL CITY RD.
FREEPORT, IL 61032
Kurt Simpson

Agreement Location

HIGHLAND COMMUNITY COLLEGE
2998 W. PEARL CITY RD.
FREEPORT, IL 61032
Kurt Simpson

RE: Parking Lot Lighting - Highland College**Updated 2.2.2024 after 2nd site assessment Equalis PQN 0927019**

Dear Kurt,

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Scope:

- Remove and replace pole heads in the parking lots and Ring Road.
- Proposal includes all mounting hardware, required fixtures.
- Proposal includes lift rental.
- Proposal does not include sales tax.

Investment for Above.....\$118,314.00**Clarifications:**

- Please note –We are not responsible for delays in equipment/material deliveries due to COVID-19. With current environment, pricing is subject to change pending any equipment cost increases.
- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- *This proposal, scope, and price is the proprietary property of Helm Service and is for our Client's use only, as it is to be utilized for the agreement evaluation.* This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm

Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.

- Helm Shall properly dispose of all debris created by the above noted repairs.
- Note: If additional problems are found, another proposal will be offered to address anything additional.
- Proposal valid for 30 days.

Exclusions:

- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Permits, Inspection fees of any kind.
- Electrical work of any kind, starters, disconnects, VFD's wire, conduit, breakers, fuses, etc. Unless noted above.
- Utility Services: We assume the existing utilities (gas, electrical, water) serving the facility are properly sized to handle the current building loads. If it is determined service upgrades are necessary to facilitate current or future loads, additional costs may apply through your utility provider and/or Helm.

Thank you for the opportunity. We look forward to working with you.

Steve Drummond

Power Division Manager

|Helm Service

815-990-5551 **cell**

sdrummond@helmgroup
.com

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Steve Drummond

Name (Print/ Type)

815-297-6110

Phone

12/19/2023

P05656

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

**AGENDA ITEM #X-D-4
FEBRUARY 27, 2024
HIGHLAND COMMUNITY COLLEGE**

**CONTRACT WITH LAMAR ADVERTISING COMPANY
FOR BILLBOARD CAMPAIGNS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached contract between Highland Community College and Lamar Advertising Company in the amount of \$34,400.00 for production and placement of posterflex and digital billboards throughout HCC's district in three flights beginning March 2024 and running through December 2024.

BACKGROUND: Highland Community College has worked with Lamar Advertising Company for a number of years. To complement and reinforce the college's year-round presence in digital advertising, the marketing team has strategically selected traditional channels. The attached agreement connects and expands on existing standalone Lamar billboard contracts. Flight one, which will run March through May 2024, promotes enhancements to College spaces using student, instructor and alumni faces, promoting programs including Agriculture, CNC/CAD, Criminal Justice, Nursing and Welding. Flight two, which will run June through August 2024, reflects further themes from the ongoing digital advertising campaign – "My 'Why'" for choosing Highland in the words of both student and alumni brand ambassadors. Flight three, which will run October through December 2024, will promote Spring 2025 and potentially launch 2025-26 academic year cycle campaign themes. Varied locations are representative across the district, and will comprise placements in Elizabeth, Freeport, Galena, Hanover, Savanna, Green County, Wis., and potentially additional selections.

BOARD ACTION: _____

Madison, WI - Rockford, IL
5101 Hwy. 51 South
Janesville, WI 53546
Phone: 608-754-6141
Fax: 608-758-1101



CONTRACT # 4447833

Page 34
Date: 1/23/2024
New/Renewal: NEW
Account Executive: Joe Jimenez
Phone: 608-754-6141

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	38479-1
Name	HIGHLAND COMMUNITY COLLEGE
Address	2998 W PEARL CITY RD
City/State/Zip	FREEPORT, IL 61032-9338
Contact	JENIECE SMITH
Email Address	Jeniece.Smith@highland.edu
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	HIGHLAND COMMUNITY COLLEGE
Campaign	2024 Billboard Campaign

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	234 Madison, WI - Rockford, IL	Production of 17 Posterflex for March, April, & May		03/01/24	1	\$1,700.00	\$1,700.00
Poster Flex	234 Madison, WI - Rockford, IL	Production of 17 Posterflex for June, July, & August		06/01/24	1	\$1,700.00	\$1,700.00
Poster Flex	234 Madison, WI - Rockford, IL	Production of 20 Posterflex for October, November, & December		10/01/24	1	\$2,000.00	\$2,000.00
Total Production/Other Services Costs:							\$5,400.00

Space										
# of Panels: 21								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
TBD (4)	234-FREEPORT, IL	TBD		Poster			03/11/24-06/02/24	3	\$2,000.00	\$6,000.00
TBD (1)	234-GREEN, WI	TBD		Poster			03/11/24-06/02/24	3	\$500.00	\$1,500.00
20582 246-183292	SAVANNA/HANOVER, IL	IL 84 S/O SAVANNA, IL F/N LOC I	No	Poster	10' 6" x 22' 9"		03/11/24-04/07/24	1	\$625.00	\$625.00
50430 246-183529	ELIZABETH, IL	US 20 W/O ELIZABETH, IL F/W LOC IV	No	Poster	10' 6" x 22' 9"		04/08/24-06/02/24	2	\$625.00	\$1,250.00
TBD (1)	234-GREEN, WI	TBD		Poster			06/03/24-08/25/24	3	\$500.00	\$1,500.00
TBD (4)	234-FREEPORT, IL	TBD		Poster			06/03/24-08/25/24	3	\$2,000.00	\$6,000.00
10351 246-182914	GALENA, IL	US 20 E/O GALENA, IL F/NW LOC I #1	No	Poster	10' 6" x 22' 9"		06/03/24-07/28/24	2	\$625.00	\$1,250.00
21802 246-183333	SAVANNA/HANOVER, IL	US 52/IL 64 E/O IL 84 SAVANNA, IL F/W	No	Poster	10' 6" x 22' 9"		07/29/24-09/22/24	2	\$625.00	\$1,250.00
10081 246-182835	GALENA, IL	US 20 W/O GALENA LOC II #1 F/SE	Yes	Poster	10' 6" x 22' 9"		09/23/24-10/20/24	1	\$625.00	\$625.00
TBD (5)	234-FREEPORT, IL	TBD		Poster			10/07/24-12/29/24	3	\$2,500.00	\$7,500.00
TBD (1)	234-GREEN, WI	TBD		Poster			10/07/24-12/29/24	3	\$500.00	\$1,500.00
Total Space Costs:										\$29,000.00
Total Costs:										\$34,400.00

Special Considerations: Locations will be chosen once production is ordered. Posting dates may be adjusted to fill gaps in charting. Space will be guaranteed.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer (Officer/Title)

INITIALS



Madison, WI - Rockford, IL
5101 Hwy. 51 South
Janesville, WI 53546
Phone: 608-754-6141
Fax: 608-756-1101



CONTRACT # 4447833

Page 35
Date: 1/23/2024
New/Renewal: NEW
Account Executive: Joe Jimenez
Phone: 608-754-6141

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	HIGHLAND COMMUNITY COLLEGE
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Joe Jimenez

GENERAL MANAGER

DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.

INITIALS



Madison, WI - Rockford, IL
5101 Hwy. 51 South
Janesville, WI 53546
Phone: 608-754-6141
Fax: 608-756-1101



CONTRACT # 4447833

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.



**AGENDA ITEM #X-D-5
FEBRUARY 27, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**VENDOR SERVICES AGREEMENT WITH SIMPLICHEK, INC.
TO PROVIDE AND SERVICE A CAMPUS WELLNESS KIOSK**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached vendor services agreement with Simplichek, Inc. to provide and service a campus wellness kiosk at a cost not to exceed \$28,850 (\$575 per month for a 48-month term plus \$1,250 shipping).

BACKGROUND: Public Act 103-0465 requires that each public institution of higher education in Illinois make at least one wellness kiosk available on each campus. A wellness kiosk is defined as a mechanical device used for retail sales of products that may include, but is not limited to, nonprescription drugs and feminine products. A wellness kiosk must also include discounted emergency contraception. This agreement will ensure that the College meets the Public Act.

BOARD ACTION: _____

VENDOR SERVICES AGREEMENT

THIS VENDOR SERVICES AGREEMENT (this "Agreement") made this day of February, 2024, by and between **HIGHLAND COMMUNITY COLLEGE** ("Client"), and **SIMPLICHEK, INC.**, a Nevada Corporation with offices at Coeur d' Alene, ID ("Vendor"). Client and Vendor may be referred to herein, individually, as a "Party" or, collectively, as the "Parties."

WHEREAS, Vendor agrees to provide a "Wellness Kiosk" vending machine ("Equipment") and related services to Client's location for the purpose of offering Over The Counter ("OTC") wellness items, and other approved items to Client's campus; and

WHEREAS, Client desires Vendor to place Equipment obtained from Vendor at Client's campus to facilitate compliance with applicable laws, through the distribution of OTC wellness items, including specifically FDA-approved emergency contraceptive, and Vendor desires to sell the OTC wellness items to the students and staff of Client, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **SERVICES.** On behalf of Client, Vendor shall install Equipment at the service sites approved by Vendor (each a "Service Site") and provide the related support services further described on **Exhibit A** ("Services"). In order to be an approved Service Site, a prospective location must meet each of the requirements ("Service Site Requirements") listed in **Exhibit B**. Vendor shall at all times during the Term peaceably and quietly enjoy the Service Site pursuant to the terms of this Agreement without any disturbance or interference from Client or any other person claiming by, through or under Client.
2. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CLIENT.** Client represents and warrants, on its behalf and on behalf of its personnel that:
 - a. Client has all authorizations required by any applicable law or governmental authorities for Vendor to place and install the Equipment and related OTC products and other products that may be added from time to time, and to sell or offer to sell such OTC products and other products, at each Service Site on behalf of the Client.
 - b. Client has all authorizations required by any applicable law or any governmental authority to perform Client's obligations under this Agreement and to locate Vendor's Equipment at each Service Site.
 - c. Client shall be responsible for any loss or damage to Equipment whether caused by Client, its personnel, students or any other persons or third parties acting on behalf of Client or caused by theft, fire, flood, natural disaster, vandalism or other event ("Damage"). Client shall promptly report and/or shall cause its personnel to promptly report to Vendor any Damage to Equipment and any information known to the Client regarding how the Damage occurred. Client shall cooperate with Vendor and its service providers with respect to scheduling and coordinating necessary repairs as a result of any Damage.
 - d. Client acknowledges and agrees that as between the Parties, Vendor owns and shall retain all right, title and interest in and to the Equipment. Vendor's employees and agents shall have the right of

access to Client's premises, including any common areas, to inspect and repair, as necessary, the Equipment on reasonable notice and during regular business hours. No action taken by Client shall unreasonably interfere with Vendor's use of or access to the Service Site.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF VENDOR.

- a. Vendor disclaims and makes no representations or warranties of authorizations or authority to place and install the Equipment and related supplies or provide the OTC products at each Service Site.
- b. Vendor shall use commercially reasonable efforts to deliver and set up the Equipment to the Service Site in good working order. Vendor agrees to address and make repairs resulting from normal wear and tear. Notwithstanding the foregoing, Vendor shall have no obligation to cover the costs to perform repairs or maintenance that are required as a result of: (i) Damage; (ii) modifications or repairs to the Equipment conducted by any party other than Vendor or its personnel; (iii) use of the Equipment in a manner or environment for which Vendor did not design the Equipment or in violation of Vendor's recommendations or instructions; or (iv) failure of any Service Site to maintain the applicable Service Site Requirements.
- c. Vendor shall use reasonable efforts to restock the Equipment with the products selected pursuant to Section 3(d) below as needed.
- d. Vendor will work with Client to determine the product selection to offer for sale through the vending machines. The pricing of these products will be set by the Vendor. Vendor will use reasonable efforts to maintain and stock the Client's selected products or comparable products, each as subject to availability. Any material changes to product offerings or prices will be communicated in advance to Client.
- e. Vendor shall be responsible for the management of its own account with a credit card payment services provider of their choosing for the payment system installed on the Equipment, used in connection with the dispensing of the products.
- f. Vendor and its subcontractors, employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies required for Vendor's performance of its obligations under this Agreement. Client shall advise Vendor of all permits and licenses required to be obtained in Vendor's own name and shall cooperate with Vendor in obtaining the same.
- g. VENDOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR RESULTS. THE EQUIPMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". VENDOR DOES NOT GUARANTEE THAT THE EQUIPMENT, PRODUCTS OR SERVICES WILL OPERATE WITHOUT ERROR OR INTERRUPTION. VENDOR MAKES NO WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH USE OF THE EQUIPMENT OR ANY PRODUCTS PURCHASED THEREFROM. VENDOR DOES NOT IN ANY MANNER ENDORSE, ASSUME RESPONSIBILITY FOR, OR RECOMMEND

THE USE OF ANY OTC PRODUCT, AND VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES AND SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER IN RELATION TO THE OTC PRODUCTS.

4. **Service Fees and Expenses.** Client agrees to pay Vendor the fees set forth in **Exhibit C**, attached hereto and incorporated by reference. The Parties acknowledge and agree that all fees are consistent with the fair market value of the services provided. The Parties agree to follow the invoicing procedures set forth in **Exhibit C**.
5. **Exclusive License:** Client grants Vendor an exclusive license and the exclusive right to locate and operate "Wellness Kiosk" vending machines (the "Machines") on Client's property, specifically at strategic locations within the campus premises (the "Site"). Vendor shall have the sole and exclusive right to provide the Services at the Site during the Term. The exclusive license and right granted herein shall be irrevocable during the Term subject to the express termination rights of Client or Vendor contained herein.
6. **Term and Renewal:** The term of this Agreement shall commence on the Effective Date and shall continue for a period of FORTY-EIGHT (48) months (the "Initial Term"), unless earlier terminated as provided herein. Upon expiration of the Initial Term, the Agreement may be renewed for successive terms of twelve (12) months each (each, a "Renewal Term", and collectively with the Initial Term, the "Term"), provided that Client provides Vendor written notice of renewal ninety (90) days before the end of the current Initial Term or Renewal Term, as applicable, and Vendor provides written notice of agreement within thirty (30) days of receiving notice. Vendor reserves the right to reject Client's notice of renewal, and agrees to negotiate new payment and other terms in good faith with Client.
7. **Termination.** This Agreement and the rights and responsibilities hereunder may be terminated as follows:
 - a. Either Party may terminate this Agreement without cause, with 120 days prior notice.
 - b. Either Party may terminate this Agreement with cause following a material breach by the other Party, provided that the breaching Party has failed to cure such material breach to the reasonable satisfaction of the non-breaching Party within thirty (30) days of the breaching Party's receipt of written notice of material breach.
8. **Effect of Termination:** Upon termination or expiration of this Agreement, the obligations and rights of the Parties hereto shall cease, provided that such termination or expiration of this Agreement shall not relieve the Parties of any obligation or breach of this Agreement accruing prior to such termination or expiration. Without limiting the foregoing, Sections 3.g., 8, 9, 13, 17-24 shall survive the termination of this Agreement. Client shall be responsible for payment of all fees and amounts owed up to the date of termination or expiration and costs to remove and return the Equipment from the Service Sites back to Vendor's designated location. The Parties shall cooperate upon termination or expiration of this Agreement, or any termination as to any particular Service Site, as well as to ensure the collection of proceeds, unsold products and processing of any purchases through the Equipment prior to the date of termination or expiration. Client shall be responsible for removal and return of Equipment and Equipment keys from any Service Site upon termination or expiration of this Agreement. Notwithstanding anything contained herein to the contrary, upon termination or expiration of this Agreement, Vendor may elect, at Vendor's discretion, to enter upon the Service Site

and remove the Equipment or Machines.

9. **Confidentiality.** During the course of performance of the Agreement, Client may be given access to information that relates to Vendor's past, present and future research, development, business activities, products, services, technical knowledge, and personally identifiable student and employee information, or protected health information ("PHI")/electronic protected health information ("ePHI"). All such information shall be deemed to be "Confidential Information" unless otherwise indicated by Vendor in writing at or after the time of disclosure. Client may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Access to the Confidential Information shall be restricted to those of Client's personnel, representatives and consultants on a need-to-know basis solely in connection with Client's internal business. Client further agrees that it shall (i) take all necessary steps to inform any of its personnel, representatives or consultants to whom Confidential Information may be disclosed of Client's obligations hereunder and (ii) cause said personnel, representatives and consultants to agree to be bound by the terms of this Agreement by executing a confidentiality agreement containing the same restrictions contained herein or some other method acceptable to Vendor. Client agrees to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable means. Client agrees to notify Vendor of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof. The terms of this Section 9 shall survive the expiration or termination of this Agreement.
10. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.
11. **Insurance.**
 - a. The Client shall procure and maintain during the Term liability insurance in such amounts as are customary in the industry and communities in which the Client operates, taking into account the Client's risks and potential liabilities under the Agreement, but in any event shall procure and maintain general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. The Client agrees to furnish to the Vendor, upon reasonable request, proof that the insurance required by this section has been obtained and is in effect.
 - b. The Client shall, without exception, include and recognize the Vendor as an additional insured party under its general liability insurance policy and any other applicable policy and ensure that the Vendor's interests and Equipment are fully insured and protected in the face of any unforeseen contingencies or liabilities that might arise during the Term. The Client shall promptly furnish documented evidence of this endorsement, certifying the Vendor's status as an additional insured, thereby solidifying the Client's commitment to fortifying the Vendor's position against potential risks and liabilities stemming from the business activities covered within this Agreement. Failure to promptly provide such documentation shall be deemed a material breach of this Agreement, subject to remedies and actions permissible under the law. Additionally, the Client's policy(ies) will be primary and non-contributory to any carried by the Vendor, and will include a severability of interest clause and waiver of subrogation. This provision serves as a pivotal cornerstone in establishing a robust and balanced framework for risk mitigation and contractual compliance between the Client and the Vendor.

12. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Vendor shall not be liable, nor shall any credit or other remedy be extended, for Vendor's failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond Vendor's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties, or acts or omissions of Client or third parties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, Vendor shall be excused from performance hereunder.
13. **Governing Law and Venue.** Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of Illinois.
14. **Notices.** All notices to Client in connection with this Agreement shall be sent to:
- Jill Janssen
CFO/VP Administrative Services
Highland Community College
2998 W Pearl City Rd
Freeport, IL 61032
Jill.Janssen@highland.edu
- All notices to Vendor in connection with this Agreement shall be sent to:
- Stacie Nelson, CEO
SimpliChek, Inc.
PO Box 2259
Coeur d' Alene, Idaho 83816
208-660-9044
s.nelson@simplichek.com
15. **Vendor Marks.** Subject to Vendor's prior approval, Client may use Vendor's trade names, trademarks, service marks, design marks, logos, and other identifying marks during the Term in communications for the purpose of identifying Service Sites and OTC products offered for sale through the Equipment, as facilitated by Client.
16. **Client Marks.** Subject to Client's prior approval, Vendor may use Client's trade names, trademarks, service marks, design marks, logos, and other identifying marks during the Term in communications for the purpose of identifying Service Sites and OTC products offered for sale through the Equipment, as facilitated by Client.
17. **Assignment.** No assignment of this Agreement shall be valid or enforceable without the prior written authorization of the other Party.

18. **Severability.** The provisions of this Agreement are deemed by the Parties to be severable, and the invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provision.
19. **Entire Agreement.** This Agreement, collectively with any exhibits attached hereto, sets forth the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any and all other agreements, oral or written, if any, between the Parties. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement, and delivered by electronic transmission and the Parties hereby agree that any electronic signatures hereto are legal, valid, and enforceable as originals.
20. **Modification.** This Agreement may not be amended except by a writing signed by both Parties.
21. **Waiver.** Any delay in enforcement or failure to enforce any provision of this Agreement shall not be deemed to be a waiver of such provision, or of any other provision, of this Agreement.
22. **Indemnification; Limitation on Liability.** Each Party shall indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents against any liability, damage, loss, or expense (including reasonable attorneys' fees and litigation expenses) incurred or imposed upon such Party in connection with any third party claims, suits, actions, demands, or judgments caused by or resulting from the negligence or intentional misconduct of such Party or otherwise arising out of such Party's performance or breach of this Agreement, including without limitation any breach of the representations, warranties, and covenants contained herein. IN NO EVENT SHALL VENDOR, ITS AFFILIATES, PARTNERS, LICENSORS, OR SUPPLIERS HAVE ANY LIABILITY TO CLIENT FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA, COST OF REPLACEMENT GOODS OR SERVICES, BUSINESS INTERRUPTION, LOSS OR DAMAGE TO PROPERTY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF VENDOR, ITS AFFILIATES, PARTNERS, LICENSORS, OR SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING UNDER THIS AGREEMENT FROM TIME TO TIME, AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO VENDOR IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
23. **Relationship.** Client and Vendor agree that their relationship is that of an independent contractor, and nothing in this Agreement creates any ownership interest, partnership, joint venture, employment, agency or fiduciary responsibility between the two Parties.
24. **Compliance.** The Parties expressly acknowledge that this Agreement is designed and intended to comply with IL Public Act 103-0465, and the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7(b) and related "safe harbor" regulations set forth at 42 CFR § 1001.952) and the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SimpliChek, Inc.

By: _____ Name: _____

Title: _____ Date: _____

Highland College

By: _____ Name: _____

Title: _____ Date: _____

EXHIBIT A

EQUIPMENT SERVICE SUPPORT

- 1.** Vendor shall provide and deliver the Equipment for each Service Site. The Equipment shall include:
 - a.** The vending machine and related software, interfaces, or similar technology used by Vendor to facilitate the support services specified herein; and
 - b.** Payment system, including a credit card reader, Apple Pay or some equivalent mechanism to accept payment on behalf of Vendor.

EXHIBIT B**SERVICE SITE REQUIREMENTS**

Each Service Site must:

1. be located indoors such that the Equipment and products will not be exposed to weather and is in a temperature controlled environment;
2. WiFi Signal and Access;
3. have reliable Verizon cellular service; and
4. have accessible and reliable electricity of at least 115 volts.

Client shall secure appropriate authorization for Vendor to place the Equipment, and related OTC and other products, at each Service Site. Consistent with their labeling, Over-The-Counter products must be stored and distributed in a temperature controlled environment; therefore the Equipment must be located indoors and in a location where the ambient inside temperature is controlled in a range that is between 55 and 80 degrees Fahrenheit.

Should Client, in its sole discretion determine that a Service Site no longer meets Client's requirement and relocates Equipment to a new Service Site, the cost of relocation and set up is the responsibility of Client, and such new Service Site must be authorized by Vendor in advance in accordance with the Agreement. Client will inform Vendor of any changes to the location of Equipment within any Service Site and of any failure of a Service Site to continue to meet the requirements set forth in this Exhibit.

EXHIBIT C

SERVICE FEES, PROFIT SHARING, INVOICING, AND PAYMENT

1. **Equipment Service Fees.** In exchange for providing the Equipment and Services at each Service Site, Client shall pay Vendor \$6,900.00 upon the signing of this Agreement, and then annually thereafter for per Service Site. Thirty (30) days prior to the anniversary date of this Agreement, Vendor will invoice Client for the annual equipment service fee. Client will make payment within (30) days of the date of the invoice.

A 48-month term at the equivalent rate of \$575.00* per month (*paid annually in the amount of \$6,900.00). The Equipment is detailed as follows:

Large Footprint Machine
Dimensions: 72"X41"X34"
Digital Keypad

2. **Shipping.** Upon receipt of signed contract, and guarantee of payment(s) within 60 days thereafter, Vendor will order Equipment from its equipment manufacturer. Client will provide Vendor with the address of each Service Site at which Vendor is to deliver the Equipment. At Client's cost, Vendor will ship to and install the Equipment at the location designated by Client upon their campus. Equipment is expected to ship within 8-10 weeks of signing this Agreement and receipt of payment, and take approximately 2 weeks from the date of shipping to delivery to the Service Site. Vendor will ensure that Equipment is installed at the Service Site and location designated by Client. Client may be provided with access keys to the Equipment in order to provide minor service the Equipment.
3. **Shipping Costs.** Shipping costs of \$1,250.00 will be invoiced by Vendor to Client prior to shipping. Included in the shipping cost is the un-packing of the Equipment, its initial setup at a location to be specified by Client as per Exhibit B, and removal of all packaging materials that were required for delivery.
4. **Security Deposit.** Upon execution of this Agreement, Client will pay Vendor a security deposit of \$2,000.00 per vending machine (the Equipment). Upon termination of or expiration of this Agreement, any amounts of the security deposit remaining after covering any damages to the Equipment shall be refunded.
5. **Restocking Services & Contact Information:** SimpliChek is responsible for re-stocking the Wellness Kiosk(s) 2 times per month. In the event that an unrelated third-party commercial provider is necessitated for restocking purposes, SimpliChek reserves the right to transfer the associated monthly costs to the Client, with a maximum limit not exceeding \$150.00 per restocking, per kiosk. Notifications are sent from the wellness kiosk to SimpliChek when inventory becomes low. SimpliChek's contact information will be listed on the vending machine for any service/restocking issues.
6. **Invoice:** Upon execution of this agreement by both parties, Vendor will invoice Client for all related fees and services outlined herein, such invoice to be payable upon receipt by Client.
7. **Profit Sharing:** Client is eligible to receive a 20.0% share of the profit generated from the sale of individual items through the Equipment throughout the agreement's duration. This share will be distributed monthly, with the amount not exceeding the pro-rated monthly service fee of \$575.00.