

**MORAIN VALLEY COMMUNITY COLLEGE**  
**9000 West College Parkway**  
**Palos Hills, IL 60465**

Governing Board of Moraine Valley Community College, Community College District #524,  
Regular Meeting, 6:00 PM, Monday, October 15, 2018, Board Room D219, 9000 West College  
Parkway, Palos Hills, Illinois 60465.

**A G E N D A**

1. **CALL TO ORDER**
  2. **ROLL CALL**
  3. **MINUTES**
    - 1) Unapproved Minutes - Public Hearing on the Budget, September 18, 2018
    - 2) Unapproved Minutes - Regular Meeting, September 18, 2018
    - 3) Unapproved Minutes - Closed Session, September 18, 2018
  4. **AUDIENCE PARTICIPATION**
  5. **BOARD REPORTS AND/OR REQUESTS**
    - 1) Student Trustee Report - Folsom
  6. **REPORTS OF ADMINISTRATION**
    - 1) President's Report
      - ICISP Faculty Exchange Program
      - Centers/HFRC (Health Fitness & Recreation Center)
      - Audit Report
  7. **COMMUNICATIONS**
    - 1) Letter of Congratulations from the American Council on Education (ACE) on Moraine Valley's Selection as an ACCT Regional Equity Award Recipient
    - 2) Thank You Letter from PLOWS Council on Aging for Facility Use and Administrative Participation (Steve Pappageorge)
  8. **FINANCIAL STATEMENT**
    - 1) Treasurer's Report
    - 2) Budget Summary Report
- CONSENT AGENDA (Agenda Items 9 - 12) (\*items included for action)**
9. **WARRANTS**
    - 1) \* Account Expenditure Summaries (including Travel Expense Reimbursements)
    - 2) \* Education Fund
    - 3) \* Operation & Maintenance Fund
    - 4) \* Operation & Maintenance (Restricted)
    - 5) \* Bond & Interest Fund
    - 6) \* Auxiliary Enterprise Fund

- 7) \* Restricted Purpose Fund
  - a. \* Grants & Contracts Fund
  - b. \* Federal Fund
  - c. \* College Activity Clubs
- 8) \* Working Cash Fund
- 9) \* Tort & Audit
10. **REPORT OF PERSONNEL**
  - 1) \* Full-Time
    - a. \* Renewal of Appointments - Grant Funded
    - b. \* Third-Year Contract for Bargaining Unit Member
  - 2) \* Part-Time/Supplemental/Other
  - 3) Salary Revisions
  - 4) \* Leave of Absence (LOA)
  - 5) Resignations/Terminations
    - a. \* Retirement - Administrative and Professional Staff
  - 6) Reclassifications (Promotions, Transfers, Corrections, etc.)
11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
  - 1) \* Amendment to Affiliation Agreement with Little Company of Mary Hospital and Health Care Centers, Inc. (Allied Health Programs)
  - 2) \* Contract Renewal: Health, Fitness & Recreation Center
  - 3) \* Life-Safety Project - Building T HVAC Upgrades: Phase 3
  - 4) \* Acceptance of Audit
13. **MISCELLANEOUS**
14. **AUDIENCE PARTICIPATION**
15. **CLOSED SESSION** - Motion to adjourn to closed session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, pursuant to Section 2(c)(1) of the Illinois Open Meetings Act.
16. **ADJOURNMENT**

Agenda Item 3.0  
October 15, 2018

**MINUTES**

Approved Minutes of the Regular Meeting of August 21, 2018

Enclosed

**APPROVED**

**MORAIN VALLEY COMMUNITY COLLEGE  
9000 West College Parkway  
Palos Hills, IL 60465**

The Governing Board of Moraine Valley Community College, District No. 524, Regular Meeting, was held on Tuesday, August 21, 2018, in the Board Room D219, 9000 West College Parkway, Palos Hills, Illinois 60465.

**I. CALL TO ORDER**

The meeting was called to order by Chairman John Coleman at 6:00 PM.

**II. ROLL CALL**

Present: John Coleman, Chairman; Kimberly Hastings; Joseph Murphy; Brian O'Neill; Eileen O'Sullivan; Sandra Wagner; Mason Folsom, Student Trustee

Absent: Daniel Casey

**III. MINUTES**

The Board of Trustees, having reviewed the unapproved Minutes of the Regular Meeting of June 19, 2018, and the unapproved Minutes of the Closed Session held June 19, 2018, and there being no further corrections to the minutes, the minutes are approved as presented.

**IV. AUDIENCE PARTICIPATION**

None.

**V. BOARD REPORTS AND/OR REQUESTS**

**5.1 Student Trustee Report**

Mr. Folsom reported that "The Winter's Tale" play by William Shakespeare and directed by Professor Craig Rosen, was this year's outdoor college gateway Shakespeare performance. The performance was funded through a grant and continues a tradition at Moraine Valley that works with the Shakespeare Garden and provides entertainment for an audience of all ages. New Student Orientation welcomes incoming freshmen students with a focus on student

engagement. Welcome Days, scheduled for August 21-22, offers all students a welcome back to the campus with food, fun, and music, and also showcases clubs and organizations on campus that students can learn more about and join.

## **VI. REPORTS OF ADMINISTRATION**

### **6.1 President's Report**

Dr. Jenkins and the Board welcomed Theresa O'Carroll to her first Board meeting as Vice President of Finance and Business Services/College Treasurer. Dr. Jenkins also introduced Michael Cipolla, Controller, who joined the college in July, and Andrew Wendt, Internal Auditor, who joined the college this week.

- Strategic Planning Process – Dr. Margaret Lehner, Vice President of Institutional Advancement, reported that it is time for the college to begin work on its strategic plan for 2019-2024. She reviewed the process that will include three major workshops—September 12, February 8, 2019, and March 21-22, 2019, after which the college will begin drafting its plan. The proposed plan will be reviewed by college staff and community, all of whom will have opportunities to comment before the final plan is drafted for presentation to the Board of Trustees at its June 2019 meeting.
- Update on Facilities/Projects - Rick Hendricks, Vice President of Administrative Services, reported that the college is in the first of four years of life safety-funded projects to upgrade air handlers across campus. He reviewed other improvement projects across campus. The garage at the T building is completed and will house the fire trucks, equipment, and instructional space for the Fire Science program. Parking lots have been seal coated, renovations have been completed in Career Programs (B150), Human Resources (L167), and the Moraine Rooms in Building M. Upcoming projects will include a redesigned entrance to the L Building, repairs and painting of exterior walls for A, B, and L buildings, and significant repairs to the A-1 and A-2 parking lots.

Dr. Jenkins reported that a ribbon cutting will be planned for the fire science garage and she will keep the Board members informed of the details. She reported that a kick-off meeting was held for the college's automotive partnership with Nissan. She thanked Dr. Pamela Haney, Dr. Kiana Battle, and Ira Siegel for the work to prepare for this partnership. Dr. Jenkins announced that two students in the automotive program may have already received job offers with Nissan. She informed the Board that the all-staff in-service program was held last Thursday morning; she thanked Chairman Coleman for being there. Registration is continuing; students are being enrolled for off-campus

and late-starting classes. The Foundation's annual golf outing is September 11 at Ruffled Feathers; anyone interested can contact the Foundation. Dr. Jenkins also shared that after receiving the state-wide award for equity and diversity by the Illinois Community College Trustees Association (ICCTA), the college was nominated for the Association of Community College Trustees (ACCT) equity and diversity award, which will be awarded at the ACCT conference in late October in New York. Dr. Jenkins, Mr. Coleman, and Mr. Murphy will be at the conference. A photo was taken of the Board members to be submitted for the ACCT program.

**VII. COMMUNICATIONS**

- 7.1 Letter from Commission on Accreditation for Respiratory Care (CoARC)  
Re Moraine Valley's Respiratory Therapy Program Accreditation
- 7.2 Thank You Letter from The Chicago Lighthouse for Support of Lighthouse Programs and Services
- 7.3 Letter re Selection of the College as a 2018 Beautification Contest Winner  
By the City of Palos Hills

**VIII. FINANCIAL STATEMENT**

**For JUNE 2018:**

8.1 Treasurer's Report

Treasurer's Report showing an ending balance of \$105,507,960.14 will be filed for audit. (DOCUMENT A - SUPPLEMENT TO MINUTES)

8.2 Budget Report

(DOCUMENT B - SUPPLEMENT TO MINUTES)

**For JULY 2018:**

8.3 Treasurer's Report

Treasurer's Report showing an ending balance of \$112,052,427.67 will be filed for audit. (DOCUMENT C - SUPPLEMENT TO MINUTES)

8.4 Budget Report

(DOCUMENT D - SUPPLEMENT TO MINUTES)

Ms. O’Carroll reported that in June, the college completed the restructuring of various bonds, reducing the college’s total debt by \$32 million and by a total of \$45 million throughout this restructuring and refunding process from December to June. Between the restructuring and refunding, overall savings to district taxpayers will be approximately \$607,000.

**CONSENT AGENDA (IX – XII):**

It was moved by Ms. O’Sullivan and seconded by Mrs. Wagner to approve the following consent agenda items:

**IX. WARRANTS**

The warrant summaries are presented to the Board.

**For JUNE 2018:**

9.1	Account Expenditure Summaries	
9.2	Education Fund	\$8,407,967.23
9.3	Operation & Maintenance Fund	1,715,831.20
9.4	Operation & Maintenance Fund (Restricted)	313,648.40
9.5	Bond & Interest Fund	35,449,906.69
9.6	Auxiliary Enterprise Fund	785,941.28
9.7	Restricted Purpose Fund	1,084,869.41
9.7A	Grants & Contract Fund	749,052.48
9.7B	Federal Fund	1,278,060.73
9.7C	College Activity Clubs	5,695.36
9.8	Working Cash Fund	-0-
9.9	Tort & Audit	14,128.14

(DOCUMENT E - SUPPLEMENT TO MINUTES)

**For JULY 2018:**

9.1	Account Expenditure Summaries	
9.2	Education Fund	\$7,098,726.22
9.3	Operation & Maintenance Fund	714,518.33
9.4	Operation & Maintenance Fund (Restricted)	501,662.80
9.5	Bond & Interest Fund	-0-
9.6	Auxiliary Enterprise Fund	405,297.17
9.7	Restricted Purpose Fund	69,597.02

9.7A	Grants & Contract Fund	303,932.45
9.7B	Federal Fund	178,369.87
9.7C	College Activity Clubs	802.04
9.8	Working Cash Fund	-0-
9.9	Tort & Audit	-0-

(DOCUMENT F - SUPPLEMENT TO MINUTES)

**X. REPORT OF PERSONNEL**

Chairman Coleman publicly identified the nature of the agenda items contained in the Report of Personnel.

10.1-1 Full-Time

Sharon Brennan – Counselor, Counseling and Advising- effective 8/13/18

Amy Bryla - Campus Safety and Emergency Coordinator, Police Department  
- effective 8/27/18

Michael Cipolla – Controller, Finance - effective 7/9/18

Dan Gorman - Director of Testing Services, Student Success - effective 8/27/18

Demetres Jones - Admissions Recruiter, Student Development – effective  
8/27/18

Douglas Leonard - Automotive Technology Lab Assistant, Career Programs  
- effective 8/27/18

Katherine Norton - Box Office Manager, Fine and Performing Arts Center  
- effective 8/27/18

Daniela Servin-Garcia - Grants and Scholarship Assistant, Financial Aid  
- effective 8/27/18

Andrew Wendt - Internal Auditor, President’s Office - effective 8/20/18

(DOCUMENT G - SUPPLEMENT TO MINUTES)

10.1-2 Part-Time/Supplemental/Other

(DOCUMENT H - SUPPLEMENT TO MINUTES)

10.1-3 Salary Revisions

None.

10.1-4 Leave of Absence

Mary Barney - Instructor, Philosophy, Fine Arts & Humanities - L.O.A.  
(FMLA) 8/16/18-12/14/18  
Maribel Gonzalez - Lead Custodian, Campus Operations - L.O.A. (FMLA)  
Intermittent 8/8/18-8/7/19  
John Lopez - Police Officer, Police Department - L.O.A. (FMLA)  
8/2/18-10/25/18  
Diana Medina - Activity Director, Career Pathways, Career Programs - L.O.A.  
(FMLA) 9/5/18-11/12/18  
Sarah Sophie - Secretary II, Student Life - L.O.A. (FMLA) Intermittent  
6/19/18-6/18/19  
Lauren Zajac - Education Specialist, Learning Enrichment and College  
Readiness - L.O.A. (FMLA) 9/30/18-12/16/18  
(DOCUMENT I - SUPPLEMENT TO MINUTES)

10.1-5 Resignations/Terminations

Shatha Froukh - Admissions Support Assistant, Admissions and Recruitment  
- effective 7/20/18  
Daniel Grafton - Instructor, Geography, Liberal Arts - effective 8/3/18  
Peter Herrera - P.T. Community Service Officer, Police Department – effective  
6/22/18  
Amal Jarad – Counselor, Counseling & Advising - effective 7/2/18  
Melissa McKenzie-Saeed - Director of Testing Services, Testing Center  
- effective 6/29/18  
Daisy Rodriguez - Program Assistant, Student Success - effective 8/3/18  
(DOCUMENT J - SUPPLEMENT TO MINUTES)

10.1-6 Reclassifications (Promotions, Transfers, Corrections, etc.)

Gretchen Bernard – from Associate Professor, Biology, Science, Business &  
Computer Technology to Professor - effective Academic Year 2018-2019  
Tammi Carlson – from Associate Professor, Music, Liberal Arts to Professor,  
- effective Academic Year 2018-2019  
China Dostal – from Senior Web Developer, Information Technology to Web  
Services Manager - effective 8/27/18  
Karen Douglas – from Accounting Clerk/Cashier, Cashier’s Office to Staff  
Accountant - effective 8/27/18  
Jennifer Lee – from Instructor, Reading, Learning Enrichment and College  
Readiness to Assistant Professor - effective Academic Year 2018-2019

Ashley Lindemann – from Registration Representative, Enrollment Services to Project Facilitator - effective 9/4/18

Megan Pet – from Assistant Professor, Nursing, Career Programs to Associate Professor - effective Academic Year 2018-2019

Gabriela Vargas – from Departmental Assistant, Academic Advising to Program Assistant - effective 9/4/18

(DOCUMENT K - SUPPLEMENT TO MINUTES)

**XI. UNFINISHED BUSINESS**

None.

**XII. NEW BUSINESS**

Chairman Coleman publicly identified the nature of the agenda items contained in New Business.

12.1 Affiliation Agreement with Alzein Pediatric Associates (Medical Assistant)

It is recommended that the Board of Trustees approve the affiliation agreement with Alzein Pediatric Associates for Medical Assistant.

(DOCUMENT L - SUPPLEMENT TO MINUTES)

12.2 Affiliation Agreement with Miklos Foot and Ankle specialists, PC (Medical Assistant)

It is recommended that the Board of Trustees approve the affiliation agreement with Miklos Foot and Ankle Specialists, PC for Medical Assistant.

(DOCUMENT M - SUPPLEMENT TO MINUTES)

12.3 Affiliation Agreement with South Holland Fire Department (Fire Science)

It is recommended that the Board of Trustees approve the affiliation agreement with South Holland Fire Department for Fire Science.

(DOCUMENT N - SUPPLEMENT TO MINUTES)

12.4 Affiliation Agreement with Treatment Alternatives for Safe Community (TASC) (Addictions Studies)

It is recommended that the Board of Trustees approve the affiliation agreement with Treatment Alternatives for Safe Community (TASC) for Addiction Studies. (DOCUMENT O - SUPPLEMENT TO MINUTES)

12.5 Educational Affiliation Agreement with Mercy Hospital & Medical Center (CT Radiology)

It is recommended that the Board of Trustees approve the educational affiliation agreement with Mercy Hospital & Medical Center for CT Radiology. (DOCUMENT P - SUPPLEMENT TO MINUTES)

12.6 First Amendment to Educational Affiliation Agreement with Northwestern Memorial Health Care (NMHC) (addition of NMHC affiliates)

It is recommended that the Board of Trustees approve the first amendment to educational affiliation agreement with Northwestern Memorial Health Care (NMHC) to add additional NMHC affiliates. (DOCUMENT Q - SUPPLEMENT TO MINUTES)

12.7 Second Amendment to Affiliation Agreement with Silver Cross Hospital & Medical Centers (Radiology, Mammography, CT Technology)

It is recommended that the Board of Trustees approve the second amendment to affiliation agreement with Silver Cross Hospital & Medical Centers for Radiology, Mammography, CT Technology. (DOCUMENT R - SUPPLEMENT TO MINUTES)

12.8 Student Affiliation Agreement with Metro South Medical Center (Radiology, CT Technology)

It is recommended that the Board of Trustees approve the student affiliation agreement with Metro South Medical Center for Radiology, CT Technology. (DOCUMENT S - SUPPLEMENT TO MINUTES)

12.9 Student Affiliation Agreement with Professional Clinical Laboratories, LLD, dba PCL Alverno (Phlebotomy)

It is recommended that the Board of Trustees approve the student affiliation agreement with Professional Clinical Laboratories, LLD, dba PCL Alverno for Phlebotomy. (DOCUMENT T - SUPPLEMENT TO MINUTES)

12.10 Resolution to Update Information with First Midwest Bank

It is recommended that the Board of Trustees approve the attached resolutions to update information on file at First Midwest Bank, an existing approved depository, to reflect change in signature authority, effective August 21, 2018. (DOCUMENT U - SUPPLEMENT TO MINUTES)

ROLL CALL VOTE TAKEN on Consent Agenda Items 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.7A, 9.7B, 9.7C, 9.8, and 9.9; 10.1-1, 10.1-2, 10.1-3, 10.1-4, 10.1-5, and 10.1-6; and 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, and 12.10:

Yes: Coleman, Hastings, M. Murphy, S. Murphy, O’Sullivan, Wagner, J. Murphy

Student

Advisory: Yes

Motion carried.

**XIII. MISCELLANEOUS**

None.

**XIV. AUDIENCE PARTICIPATION**

None.

**XV. CLOSED SESSION**

It was moved by Ms. O’Sullivan and seconded by Ms. Hastings to move to closed session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, pursuant to Section 2(c)(1) of the Illinois Open Meetings Act.

ROLL CALL taken on the motion to move to closed session:

Yes: Hastings, Murphy, O’Neill, O’Sullivan, Wagner, Coleman

Absent: Casey

Student

Advisory: Yes

Motion carried.

Chairman Coleman indicated that there would be no business following the closed session.

The Board moved to closed session at 6:44 PM, returning to open session at 7:55 PM.

Roll Call: Coleman, Hastings, Murphy, O'Neill, O'Sullivan, Wagner,  
Folsom

**XVI. ADJOURNMENT**

The meeting adjourned at 7:58 PM.

**BOARD REPORTS AND/OR REQUESTS**

5.1 Student Trustee Report - Folsom

Verbal

**REPORTS OF ADMINISTRATION**

6.1 President's Report

Verbal

- ICISP Faculty Exchange Program
- Centers/HFRC (Health Fitness & Recreation Center)
- Audit Report

**COMMUNICATIONS**

- 7.1 Letter of Congratulations from the American Council on Education (ACE)  
On Moraine Valley's Selection as an ACCT Regional Equity Award  
Recipient Enclosed
- 7.2 Thank You Letter from PLOWS Council on Aging for Facility Use and  
Administrative Participation (Steven Pappageorge) Enclosed



One Dupont Circle NW  
Washington, DC 20036  
(202) 939-9310  
acenet.edu

**Ted Mitchell**  
*President*

September 14, 2018

Sylvia Jenkins  
President  
Moraine Valley Community College  
10900 South 88th Avenue  
Palos Hills, IL 60465

Dear President Jenkins,

On behalf of the American Council on Education (ACE), I write to offer my congratulations on your selection as an ACCT Regional Equity Award recipient.

I know how much hard work and the countless hours you put into your role at your institution, and this recognition of your dedication and accomplishments is well deserved. The ultimate winners, of course, are your students and the entire community that your institution serves so well.

If my colleagues at ACE and I can be of service to you, please let me know. We very much appreciate Moraine Valley Community College's membership in ACE and are working every day to advance our mission of mobilizing the higher education community to shape effective public policy and foster innovative, high-quality practice. And, again, please accept my heartfelt congratulations on a job very well done.

Best,

A handwritten signature in black ink, appearing to be 'T Mitchell', written over a horizontal line.

Ted Mitchell  
President



## PLOWS COUNCIL ON AGING

September 26, 2018

Dr. Sylvia Jenkins, President  
Moraine Valley Community College  
9000 College Pkwy, Palos Hills, IL 60465

Dear Dr. Jenkins:

As PLOWS Council on Aging moves into a new fiscal year, words cannot express our true appreciation for the extremely generous, in-kind donations that Moraine Valley Community College has offered us: the use of the MVCC board room, estimated at \$2700/year in value; and the participation and involvement of Steve Pappageorge (priceless), who continues to elevate the board as a director and challenges us all to be more effective in our mission – **thank you!**

As I'm sure you are well aware, nonprofit community based organizations like PLOWS relies heavily on the generosity of our donors, community stakeholders and partners. In-kind donations have just as much of an impact to our operations as monetary donations and offer us an opportunity to redirect resources to helping those in need.

**Thank you** again for your kindness and thoughtfulness. PLOWS is proud to be a partner with Moraine Valley Community College and we look forward to continuing our collaboration into our next fiscal year. As always, if there is anything that we can do to help support the mission and vision of MVCC, please let us know.

Sincerely,

Kenneth D. Grunke  
Executive Director

*Thank you Steve!*

Cc: Steve Pappageorge

Please note that no goods or services were provided in exchange for this contribution. PLOWS Council on Aging is an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; EIN 36-2882809.

7808 WEST COLLEGE DRIVE - SUITE 5E • PALOS HEIGHTS, IL 60463  
Phone: 708-361-0219 • Email: [info@plows.org](mailto:info@plows.org) • Website: [www.plows.org](http://www.plows.org)

(TREAS1/2D)

AGENDA ITEM NO. 8.1  
OCTOBER 15, 2018

**MORAIN VALLEY COMMUNITY COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 524  
TREASURER'S REPORT  
MONTH ENDED SEPTEMBER 30, 2018**

<u>FUND</u>	<u>BEGINNING BALANCE</u>	<u>RECEIVED</u>	<u>DISBURSED</u>	<u>ENDING BALANCE</u>
EDUCATION FUND	\$50,367,161.30	\$9,542,387.55	\$7,864,028.90	\$52,045,519.95
OPERATION & MAINT FUND	8,889,250.11	13,955.10	793,512.12	8,109,693.09
OPERATION & MAINT (RESTR.)	14,837,387.62	605,815.31	602,781.25	14,840,421.68
BOND & INTEREST FUND	7,212,797.83	473,556.41	-	7,686,354.24
AUXILIARY FUNDS	9,372,671.49	939,973.78	1,556,960.79	8,755,684.48
RESTRICTED PURPOSE FUNDS	22,856,078.77	8,150,029.09	8,768,560.65	22,237,547.21
TRUST & AGENCY FUNDS	161,241.69	4,451.66	9,246.47	156,446.88
TOTAL	<u>\$113,696,588.81</u>	<u>\$19,730,168.90</u>	<u>\$19,595,090.18</u>	<u>\$113,831,667.53</u>

ENDING BALANCE REPRESENTED BY:

PETTY CASH & CHANGE FUNDS		23,100.00
HUNTINGTON BANK	CHECKING ACCT	1,056,446.88
FIRST MIDWEST BANK	CHECKING ACCT	3,461,644.21
WINTRUST MAXSAFE	MONEY MARKET	1,016,814.36
IL METROPOLITAN INVESTMENT FUND	MONEY MARKET	6,425,357.50
IL SCHOOL DIST LIQUID ASSEST FUND	MONEY MARKET	10,333,078.36
SHORT TERM INVESTMENTS	VARIOUS	63,618,260.92
LONG TERM INVESTMENTS	VARIOUS	27,896,965.30
TOTAL		<u>\$113,831,667.53</u>

**ACCOUNT EXPENDITURE SUMMARIES**

<u>AGENDA ITEM</u>	<u>FUND</u>	<u>AMOUNT</u>
9.2	EDUCATION FUND	\$7,864,028.90
9.3	OPERATION & MAINTENANCE FUND	793,512.12
9.4	OPERATION & MAINTENANCE (RESTR)	602,781.25
9.5	BOND & INTEREST FUND	-
9.6	AUXILIARY ENTERPRISE FUND	1,556,960.79
9.7	RESTRICTED PURPOSE FUND	303,806.78
9.7a	GRANTS & CONTRACTS FUND	335,227.13
9.7b	FEDERAL FUND	7,500,327.74
9.7c	COLLEGE ACTIVITY CLUBS	9,246.47
9.8	WORKING CASH FUND	-
9.9	TORT & AUDIT	629,199.00
	TOTAL	<u><u>\$19,595,090.18</u></u>

10.0 REPORTS OF PERSONNEL

10.1-1	Full Time	Enclosed
10.1-1(a)	Renewal of Appointments – Grant Funded	Enclosed
10.1-1(b)	Third Year Contract for Bargaining Unit Member	Enclosed
10.1-2	Part Time/Supplemental/Other	Enclosed
10.1-3	Salary Revisions	None
10.1-4	Leave of Absence (LOA)	Enclosed
10.1-5	Resignations/Terminations	None
10.1-5(a)	Retirement – Administrative and Professional Staff	Enclosed
10.1-6	Reclassifications (Promotions, Transfers, Corrections, Etc.)	None

SUBJECT REPORT – Full Time

Alberta Carr	Financial Aid Assistant Financial Aid	Effective: 10/22/18
Angelo Greene	Departmental Assistant Academic Advising	Effective: 10/22/18
Lupita Medina	Coordinator of Testing Services Student Success	Effective: 10/29/18
Sylwia Mietus	Secretary II Career Programs	Effective: 10/22/18

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RECOMMENDED ACTION

That the above be employed.

Renewal of Appointment – Grant Funded

It is recommended that the appointment of the following grant-funded individuals be renewed for the 2018-2019 fiscal year, contingent upon the continuation of grant funding.

John Andres	Coordinator of Records & Assessment
Margaret Dawczak	Manager of Transition & ESL
Marie Harrell	Internship Manager
Erica Hickey	Coordinator of Access & Accommodations
Corinne Johnston	Grant Writer
Carmela Ochoa	Coordinator of ABE/ASE
Darice Wright	Career Connections, Adult Program Manager
Lauren Zajac	Education Specialist

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RECOMMENDED ACTION

That the appointments be renewed for the above individuals.

Third-Year Contract for Bargaining Unit Member

Pursuant to the Board action of February 20, 2018, approving a probationary period extension of six months, the following employee is now being recommended to be given a contract for the 2018-2019 academic year.

Michelle Flory

Developmental Communications

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RECOMMENDED ACTION

That the Board of Trustees approve the award of a contract for the 2018-2019 academic year for the above-named individual.

S U B J E C T R E P O R T – Leave of Absence (LOA)

Christina Allen	Instructor, Developmental Math Developmental Education	L.O.A. (FMLA) 10/17/18 – 12/14/18
Kevin Davis	Sergeant Police Department	L.O.A. (FMLA) 9/14/18 - 12/11/18
William Helmold	Director of Client Services Information Technology	L.O.A. (FMLA) 9/18/18 - 10/19/18
Craig Rosen	Professor, Theater Fine Arts & Humanities	L.O.A. (FMLA) 9/24/18 - 10/24/18

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R E C O M M E N D E D A C T I O N

That the above leaves be granted.

Retirement – Administrative and Professional

The following employee has submitted a notice of retirement per date listed:

Donna Parks	IT Project Manager Project Management	5/31/2019
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RECOMMENDED ACTION

It is recommended that the request for retirement be approved as presented.

**NEW BUSINESS**

- |       |  |          |
|-------|--|----------|
| *12.1 | Amendment to Affiliation Agreement with Little Company of Mary Hospital and Health Care Centers, Inc. (Allied Health Programs) | Enclosed |
| *12.2 | Contract Renewal with Centers for the Health, Fitness & Recreation Center  | Enclosed |
| *12.3 | Life-Safety Project – Building T HVAC Upgrades: Phase 3  | Enclosed |
| *12.4 | Acceptance of Audit  | Enclosed |

**CONTRACT RENEWAL: HEALTH, FITNESS & RECREATION CENTER**

Recommended Action:

It is recommended that the Board of Trustees approve the attached agreement with Centers LLC for management of the Health, Fitness & Recreation Center.

**CAMPUS RECREATION MANAGEMENT SERVICES AGREEMENT**

**BETWEEN**

**MORaine VALLEY COMMUNITY COLLEGE**

**AND**

**CENTERS, LLC**

**Current Date: October 15, 2018**

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## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into effective as of the 15th day of March, 2019 (the “Effective Date”), by and between Moraine Valley Community College, a public community college of the State of Illinois (hereinafter referred to as the “Community College”), or its designee, and CENTERS, L.L.C., a limited liability company and wholly-owned subsidiary of Brailsford & Dunlavey headquartered in Washington D.C.(hereinafter referred to as “Manager”).

### WITNESSETH:

WHEREAS, the current term of the Management Agreement for the Health, Fitness & Recreation Center (the “Center”) has reached a successful conclusion, and

WHEREAS, Community College desires to retain Manager, and Manager desires to be retained, to operate and manage the Center and its related programs so that Community College shall have the benefit of the experience, skill and ability of Manager in the operation of the Center to the mutual benefit of both Community College and Manager, all upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties hereby mutually covenant and agree as follows:

1. **DEFINITIONS.** The following definitions shall for all purposes, unless otherwise clearly indicated in the contrary, apply to the terms used in this Agreement.
  - 1.1. “Agreement” means this Management Agreement, dated as of today, October 15, 2018 by and between Community College and Manager.
  - 1.2. “Business Day” means Monday through Friday of each week, except that a legal holiday recognized as such by the Government of the United States, the State of Illinois, or by Community College shall not be regarded as a Business Day.
  - 1.3. “Capital Improvement” means any alteration to or rebuilding or renovation of the Improvements, the cost of which generally is capitalized under GAAP and is not charged to property operation or maintenance.
  - 1.4. “Capital Improvement and Replacement Plan(s)” means the plan(s) contemplated by Section 11.
  - 1.5. “Cash Receipts” means, for the day or time period in question, all cash receipts of any kind collected by Community College or by Manager and derived, directly or indirectly, from or in connection with the operation of the Center.
  - 1.7 “Center” has the meaning set forth in the recitals to this agreement and refers to the Community College-owned facility located on the Community College campus.

- 1.8 “Contract Year” means the year ended June 30th.
- 1.9 “Depreciation” means the depreciation or amortization of the Improvements, FF&E, assets (if any) held under capital leases (and not included in any other asset category), and other capital assets that are not included in the above asset categories.
- 1.10 “Effective Date” has the meaning set forth in the recitals to this Agreement.
- 1.11 “Executive Staff” are identified as the following employees of Manager: Director of Campus Recreation.
- 1.12 “FF&E” means all furniture, furnishings, fixtures, equipment (with the term “Equipment” under this Agreement to include sports equipment), and other personal property owned or leased by Community College and used in, or held in storage for use in, or if the context so dictates, required in connection with, the operation of the Center, but excluding the following if owned or leased by Manager (i) Operating Inventory, (ii) Operating and Consumable Supplies, and (iii) furniture, fixtures, or equipment. FF&E shall include all furniture, fixtures and equipment owned or leased by Community College and needed to deliver wellness, fitness, informal, competitive sports, and other recreational programs and services; video and audio equipment, CATV and programmable music services and related components such as wiring, amplifiers, microphones and antennas used for instructional and entertainment purposes; and sports, exercise, testing and office equipment owned or leased by Community College for use at the Center.
- 1.13 “Fixed Charges” means the sum of (i) Rental Payments, (ii) Impositions, (iii) Hazard Insurance Costs, plus (iv) Depreciation.
- 1.14 “GAAP” means generally accepted accounting principles.
- 1.15 “Gross Revenues” means, with respect to the period in question, all revenues and income of any kind derived directly or indirectly from or in connection with the operation of the Center, determined on the accrual method of accounting in accordance with GAAP, including revenues from the sale or use of, whether on a cash basis or credit, or all the following: conference or meeting rooms, recreational facilities, memberships, services or programs, laundry facilities, concessions, vending or merchandise, sold or furnished in, at, or from the Center, but excluding (i) federal, state and municipal excise taxes and sales taxes paid by Patrons in connection with goods, merchandise or services purchased by them to the extent that such taxes are separately levied, whether or not itemized on the bill or check, and (ii) revenues from the sale of all or any part of the Improvements, FF&E, Operating Inventory, or other surplus items.
- 1.16 “Hazard Insurance Costs” means the costs of insuring all real and personal property that is owned by Community College and used in, held in storage for use in, or required in connection with, the operation of the Center, against damage or destruction by fire, weather, sprinkler leakage, boiler explosion, plate glass breakage, or any similar cause.
- 1.17 “Impositions” means all Taxes, assessments, water sewer or other similar rents, rates and charges, levies, licenses fees, permit fees and charges, which at any time may be assessed, levied, confirmed or imposed on the Center or the operation thereof.

- 1.18 “Improvements” means the building, structures (surface and subsurface), fixtures and other physical improvements now or hereafter located on the Land and constituting the Center.
- 1.19 “Independent Accountants” means any of the nationally recognized accounting firms in the United States, as recommended by Manager and approved by Community College.
- 1.20 “Land” means that certain parcel of land located at on the Community College’s campus, upon which the Center is located.
- 1.21 “Legal Requirements” means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Center and the operation thereof, including the Americans with Disabilities Act.
- 1.22 “Major Capital Improvements” means any program of development involving an addition to the Center, or a renovation or refurbishing of the Center, which will upgrade or change the nature or image of the Center (as opposed to a renovation or refurbishing of the Center which take place as part of the normal or cyclical upkeep of the Center).
- 1.23 “Management Fee” means the fee to be paid to Manager for management service provided pursuant to Section 12.
- 1.24 “Manager” means CENTERS, L.L.C., a Washington D.C. limited liability company, and its permitted successors and assigns.
- 1.25 “Operating and Consumable Supplies” means consumable items used in, or held in storage for use in, or if the context so dictates, required in connection with, the operation of the Center, including, but not limited to, food and beverages, wares, merchandise, other consumable goods used or sold in or from the Center, soap, cleaning materials, linens and towels, office supplies, and other similar items.
- 1.26 “Operating Budget” means the detailed forecast of the Center’s gross revenues and operating expenses for each year. The Operating Budget shall be developed by Manager and approved in writing by the Community College Representative prior to the start of each fiscal year.
- 1.27 “Operating Cash Flow” means, as of the particular time or period, the excess of (i) Cash Receipts over (ii) Operating Expenses (for these purposes, Operating Expenses are reduced by those items included in Operating Expenses that constitute non-cash expenses).
- 1.28 “Operating Expenses” means the aggregate of all costs and expenses paid or incurred by Manager on Community College’s behalf with Community College’s written approval in connection with the operation of the Center, computed in accordance with GAAP, and including all costs and expenses paid or incurred by the Community College as required of the Community College pursuant to the terms of this Agreement, including but not limited to the following items:
- 1.28.1 Wages, salaries and payroll taxes paid to employees in connection with the operation of the Center, consulting fees, fees paid to independent contractor in connection with the operation of the Center, and other necessary employee costs

and processing fees paid in connection with the operation of the Center.

- 1.28.2 The cost of full-time employee benefits
  - 1.28.3 The cost of acquiring, maintaining, and replacing Operating and Consumable Supplies
  - 1.28.4 The cost of operating insurance premiums (e.g., the cost of insurance relating to liability insurance, fidelity insurance, life insurance, theft coverage, and worker's compensating insurance) for policies of insurance related to the Center.
  - 1.28.5 The cost of all license and permit fees required to operate the Center, including legal fees relating to such licenses and permits.
  - 1.28.6 The cost of telephone, telecommunications, cable TV, data links and computer services and installations required to satisfy the Center's communication and information processing requirements;
  - 1.28.7 The cost of repairs, maintenance (including landscaping) and replacements of FF&E, the improvements, and/or the Land, where such costs are properly treated under GAAP as current expenses rather than an asset to be capitalized.
  - 1.28.8 The cost of gas, electricity, janitorial services, security, cold and hot water, sanitation, garbage removal, heating, air conditioning and ventilation and other similar items required in connection with the operation of the Center.
  - 1.28.9 The Management Fee and reimbursement of Manager's expenses pursuant to Section 12 hereof.
  - 1.28.10 The costs of all Fixed Charges.
  - 1.28.11 Credit card commissions;
  - 1.28.12 Advertising, web services, and promotional expenses, including costs incurred to create and maintain the image of the Center; and
  - 1.28.13 Any other business expenses as necessary or appropriate.
- 1.29 "Operating Inventory" means property (other than FF&E or Operating and Consumable Supplies) used in, or held in storage for use in, or if the context shall dictate, required in connection with, the operation of the Center.
- 1.30 "Repair and Replacement (R&R) Plan" means a five (5) year projection, broken down by year, anticipating the repair and replacement of FF&E.
- 1.31 "Business Plan(s)" means the plan(s) contemplated by Section 11.
- 1.32 "Patrons" means all users of the Center, including students, employees, alumni, affiliates, respective spouses/dependents and guests of Community College and individuals not

affiliated with the Community College.

- 1.33 “Proprietary Information” shall mean the Community College’s financial and enrollment information and data, business and facilities plans, student and employee data, recruitment strategies, and sales programs.
- 1.34 “Rental Payments” means rental payments made with respect to the lease of any personal property or FF&E used by Community College and/or Manager in the operation of the Center, including rental payments made for computer systems and related hardware, telephone equipment, and any other items which, had they not been rented, would be purchased and capitalized under GAAP as fixed assets.
- 1.35 “Shared Account(s)” means a bank account or Community College account established by Community College to which Manager will have access in order to fulfill its obligations as outlined in this Agreement.
- 1.36 “Standards” means the Standard of Operation and Maintenance as described in Section 3.
- 1.37 “Taxes” means any of the following taxes, should any be applicable: real-estate taxes, personal property taxes, unrelated business income, business and occupation taxes, utility taxes, payroll and other taxes related to the Center (but excluding income taxes).
- 1.38 “Termination Date” means the date upon which Manager receives written notification via certified mail of the Community College’s decision to terminate Manager’s services effective on the Completion Date.
- 1.39 “Transition Fee” means the base fee paid by Community College to Manager upon the Termination Date of this Agreement, if the Community College exercised the option to have Manager continue during a transition period as outlined in Section 15.
- 1.40 “Community College” means Moraine Valley Community College, a public constitutional corporation of the State of Illinois.
- 1.41 “Community College Representative” has the meaning set forth in Section 6.

**2. ENGAGEMENT OF MANAGER AS AN INDEPENDENT CONTRACTOR.** Community College hereby hires Manager, and Manager hereby accepts being hired, as the exclusive manager and operator of the Center, with the primary responsibility for providing fitness, recreational, intramural, leisure, extramural, and wellness activities to the Community College community through the operations of the Center. Manager understands that this Agreement provides no stake in the ownership of the Center and does not comprise either a lease of the Center or the conveyance of any interest in real estate. The Manager is an independent contractor and in performance of its duties and responsibilities under this Agreement, Manager shall act as an independent contractor having no authority to represent or obligate the Community College, or to act as the Community College’s agent in any manner unless previously authorized by the Community College in writing.

**3. STANDARDS OF OPERATION AND MAINTENANCE.** The standards of operation will meet

or exceed those standards for comparable campus recreation facilities. The quality of equipment, amenities, and other services to be provided (including Manager's monitoring and repairs of such equipment) will be comparable to the highest standards in the industry.

- 3.1 The Community College Representatives may visit at any time during the term of the Management Agreement to evaluate the facility's appearance, operating conditions, program offerings, equipment condition, retail offerings, customer service efforts, and financial records.
- 3.2 National Intramural Recreational Sports Association (NIRSA), American Council on Exercise (ACE) and American College of Sports Medicine (ACSM) will serve as the source of standards for such facilities, programs and services.

#### **4. BUSINESS PLAN.**

- 4.1 The Annual Business Plan for the Center shall address the following subject areas:
  - 4.1.1 Staffing patterns.
  - 4.1.2 Fitness, intramural/club sports, wellness, aquatic, leisure, and recreation program offering, including any related program, and participation or testing fees to be charged to Patrons.
  - 4.1.3 Hours of operation and holiday schedules: Manager covenants and agrees that it will continuously operate the Center during the hours of operation identified throughout the Term, and during any other hours designated by the Community College to Manager at any time throughout the Term. Changes to these hours or any other hours designated by the Community College must be approved in writing by a Community College Representative.
  - 4.1.4 Fee schedules to describe: membership fees for all categories of Patrons, program fees, service charges for lockers, towels, or other ancillary services, and facility rental fees.
  - 4.1.5 The projected number of community, alumni and other affiliate members the Center may have.
  - 4.1.6 Inventories of equipment.
  - 4.1.7 An updated proposed operating budget for the succeeding fiscal year.
  - 4.1.8 Proposed annual maintenance shutdown schedule.
- 4.2 Approval of Annual Business Plan. Subsequent annual Business Plans will be subject to the approval of the Community College, and the Community College hereby agrees to examine the Business Plan, and revisions thereto, if any, submitted by Manager in accordance with this Agreement. Manager shall not deviate from or amend the Business Plan unless a revision is

submitted to Community College for prior approval. If the Business Plan or revision thereto, is found reasonable and proper, Community College will provide written approval of such Business Plan, or revision, as applicable. It is contemplated that the Business Plan will be agreed upon by Manager and Community College within ten (10) business days after submission of the same by Manager to Community College. Any objections of Community College to the Business Plan (or revisions thereto) must be in writing and must set forth in reasonable detail Community College's basis for not approving the proposed Business Plan (or any revision thereto). Community College maintains final authority in approval of any part of the Business Plan, or revision thereto. Pending the approval of the Business Plan, Manager will continue to operate the Centers in accordance with the Standards.

5. **MANAGER'S OPERATION OF THE CENTER.** From and after the Effective Date, Manager, to the extent funds are available from Community College, shall do the following, provided Community College is not in default of its obligations beyond applicable cure periods, including without limitation Community College's obligation to pay Manager or advance funds in accordance with the terms of this Agreement.
- 5.1 Management Standards. Manager shall perform all terms and conditions of this Agreement in accordance with the highest standards and commercial practices in the industry and within approved operating budgets and program plans.
- 5.2 Personnel. Manager will hire, terminate, train and supervise Manager's personnel required in connection with the operation of the Center in accordance with the provisions of Section 11. Manager acknowledges that (3) Community College benefits eligible employees are assigned to the Center. Manager shall have the day-to-day supervisory authority over these employees, but the Community College retains the right to discipline such employees in accordance with Community College's policies and collective bargaining agreements. If any of these employees leave the college (retire, terminate, resign, decease) the Community College will not fill the positions and Manager will hire any replacement staff directly.
- 5.3 Coordination of Programs. Coordinate the programs offered with Community College.
- 5.4 Compliance with Legal Requirements and Applicable Laws. Manager will promptly observe and comply with the provisions of all Legal Requirements covering the activities of Manager hereunder and the operation of the Center. Manager agrees to abide by all applicable federal, state and local laws, including but not limited to: health, sanitation, safety rules and regulations, fire codes, certification requirements and any state or local regulations or ordinances which pertain to Manager's performance of this Agreement. Manager agrees to provide Community College documentation of compliance with this section if requested.
- 5.5 Compliance with Business Plan. Manager will promptly observe and comply with the provisions of the then-current Business Plan.
- 5.6 Advertising and Promotion. Manager will advertise and promote the Center (in accordance with any applicable budgets and approved marketing plans), in keeping with the practices of comparable quality facilities; consistent with the terms and conditions of this Agreement; and

with all applicable laws and regulations.

- 5.7 Arranging Sales and Servicing. Manager will arrange the sale and provision of products, programs, and services to Patrons of the Center. Manager may use third party vendors to provide Patron services. Such third party agreements shall be between Manager and the vendor and subject to the terms and conditions outlined in Section 5.10 of this Agreement.
- 5.8 Equipment, Facility Repairs and Maintenance. Manager will make or cause to be made in a timely manner repairs to and replacements of FF&E and furniture, fixtures and equipment owned or leased by Manager (in accordance with any applicable budgets and Community College procedures), including without limitation all sports equipment located in the Center and/or used to support programs offered through the Center regardless of ownership or right of possession under a lease, for operation of the Center in keeping with the Standards. Any assembly process, installation, or repair shall be carried out by experienced personnel under proper supervision. Any improvements owned by Manager shall become the property of Community College at the termination of this Agreement or any extensions thereto. Manager will make no material alteration to the Center unless previously approved in writing by Community College. All such expenditures shall be considered operating expenses and be included in the annual operating budget.
- 5.9 Trash Removal and Janitorial Services. Subject to the direction of the College, Manager shall be responsible for daily custodial operations directly or through a third party service agreement and will monitor the Community College's provision of the scheduled preventive maintenance and industrial cleaning according to a mutually agreed upon schedule. Trash removal services shall be a shared duty between Community College and Manager. Manager has a duty to notify the Community College immediately of any unsafe, hazardous or unsanitary conditions that exist. Manager will assist Community College in its waste recycling efforts.
- 5.10 Accounting and Records. Manager shall be responsible for administrative and accounting services necessary for the proper operation of the Center and maintain complete and accurate records of all accounts in accordance with GAAP and applicable Community College procedures.
- 5.10.1 Accounting Periods. The Community College's accounting periods shall apply to this Agreement. The fiscal year shall be July 1 to June 30.
- 5.10.2 Monthly Accounting. Manager shall provide the Community College Representative with a monthly financial report in a format consistent with the Operating Statement for each month of the fiscal year following the same schedule as Community College departments.
- 5.10.3 Cash Receipts. Manager will deposit or cause to be deposited each Community College business day all gross receipts from the previous business day(s). Manager shall comply with all related Community College policies and procedures. Manager shall store funds in an appropriate manner (e.g. safe). Manager shall comply with all related Community

College policies and procedures.

- 5.10.4 Reconciliation. There shall be a quarterly reconciliation between Manager and Community College which will be initiated by the Manager's timely submittal of the quarter's transactions enclosed within the quarterly report.
- 5.10.5 Community College Policies and Procedures. Community College will provide Manager with an initial training meeting with representative(s) from the Vice President's Office. Manager will be informed whenever procedural changes or new policies occur in the same manner this information is disseminated to all Community College departments.
- 5.10.6 Budgets. Manager will prepare and submit to Community College: (i) an annual operation budget which shall include a forecast of income and expenses and cash flow (ii) an annual capital improvement budget (hereinafter the "Capital Improvement and Replacement Plan"), and (iii) revisions thereto, all in accordance with provisions of Section 11.
- 5.11 Supplies. Manager will make purchases pursuant to the approved Business Plan, sufficient Operating Inventories and sufficient Operating and Consumable Supplies to ensure the uninterrupted and efficient operation and maintenance of the Center. Said purchase shall be only for the ordinary and necessary operation of the center.
- 5.12 Equipment. Manager agrees to clean, service and repair equipment as an operating expense as well as make recommendations for replacement or the acquisition of new equipment within the capital plan to be included in the Business Plan.
- 5.13 Inventory. , Upon request, Manager shall provide the Community College Representative with an inventory of all Community College FF&E, Operating Inventories and Consumable Supplies in use in the Center.
- 5.14 Community College Programs and Promotions. Whenever feasible at no cost, Manager agrees to cooperate with Community College departments, employees and student organizations interested in holding or sponsoring Community College related or student oriented special events whenever feasible at no cost. Other events and rental inquires will be considered based on a prioritized utilization schedule approved by Community College at a tiered discount for these Community College groups.
- 5.15 Collection and Payment of Taxes. Manager shall be responsible for the collection and timely payment of worker's compensation and income tax withholding for all non-Community College employees and all applicable local, state and federal taxes, except for property taxes.
- 5.16 Business Operations. Manager shall obtain and maintain at its sole expense, and in the name of Manager, all necessary licenses, permits, approvals, and renewals required to perform its

services described herein. Manager shall supply documentation of said licenses, permits, approvals and renewals to Community College in a timely manner.

- 5.17 Americans with Disabilities Act Compliance. Manager agrees to comply with the Americans with Disabilities Act (“ADA”) in any and all modifications and installations to the Center, placement of fixtures, and merchandising of products, provision of programs or services, and employment of its personnel. Manager also agrees to cooperate with Community College to ensure ADA compliance.
- 5.18 Non-Discrimination. In performing its obligations under this Agreement, Manager agrees not to discriminate based upon gender, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age, or disability protected under the Americans with Disabilities Act.
- 5.19 Notification of Assignment or Suit. Manager will immediately notify Community College of any assignment by the Manager for the benefit of creditors, the commencement by or against it or any proceeding in the bankruptcy, insolvency, or reorganization pursuant to bankruptcy or similar laws, or any notice of suit, threatened suit or potential claim pertaining to the use or occupancy of the Center or Manager’s performance or, obligations under this Agreement upon receipt of any notification or knowledge of said assignment or proceedings.
- 5.20 Patron Participation. Manager will take appropriate steps to protect Community College and Center’s Patrons by: (i) providing proper instruction to Patrons in the use of exercise equipment, (ii) informing Patrons of the risks associated with participation in exercise activities, and (iii) securing waivers from Patrons including students and minors via parental/legal guardians for activities for which it is deemed appropriate holding Community College and Manager harmless for any injury sustained while participating in any activity.
- 5.21 Lost and Found Services. Manager will provide a systematic means by which individuals may drop off or pick up lost items in coordination with a stated policy that is consistent with practices across Student Service units. Manager will secure for a designated period of time then discard items as deemed necessary; however Community College and Manager will not be held responsible for lost or stolen items.

**6. RESPONSIBILITIES OF COMMUNITY COLLEGE.** Community College shall do the following:

- 6.1 Right to Use and Operate Center. Cause and permit Manager to have the exclusive and peaceable right to operate and manage the Center for the duration of this Agreement in accordance with its stated purposes, including the Improvements and all FF&E owned or leased by Community College and used in connection with the operation of the Center, and all replacements and additions thereto and substitutions therefore, subject to the termination provisions of Section 15.
- 6.2 Community College Representative. Designate one or more individuals (the “Community

College Representative”) who shall be authorized to communicate and coordinate with Manager and to give any approvals required under this Agreement. The Community College Representative shall be the Vice-President for Student Development, until determined otherwise by Community College.

- 6.3 Purchase of Equipment, Inventory and Supplies. At Community College’s expense through its procurement process and when it is cost effective and timely; assist Manager in the purchase and acquisition of sufficient Operating Equipment, Inventories and Consumable Supplies, provided that any such expenditure are consistent with and in accordance with any applicable budgets.
- 6.4 Budgets. Annual Operating Budgets and Plans, and Capital Improvement and Replacement Plans, and any revisions thereto, and approve (or revise) the aforesaid in a timely manner in accordance with the applicable provisions of this Agreement.
- 6.5 Services. Provide the following services to the Center in accordance with its Community College-wide standards:
  - 6.5.1 Emergency response and protective security services provided by the designated Community College departments at a standard that is consistent for providing these services at similar facilities.
  - 6.5.2 Internal and external maintenance of the Center, including landscaping, building systems, plumbing, electrical, lighting, HVAC, fire protection, common area security, access control system, building shell, windows and doors. The Community College reserves the right to assign direct responsibility to the Manager for all or a portion of internal maintenance services at a future date in writing, if said change in responsibility is deemed in the best interest of the Community College and the Center.
  - 6.5.3 Pest control services provided by the Community College on the regular schedule.
  - 6.5.4 Parking provided to Manager for Center employees in a nearby location, including any designated parking spots nearby the Center. Employees are subject to monthly parking fee schedule.
  - 6.5.5 Use of Community College’s identification card network for access control, status verification, and debit card sales if/when available. Manager agrees to comply with Community College policies and procedures related to said access.
  - 6.5.6 Access to voice/data communications system backbone in a manner similar to Community College departments, with all related charges directly related to the Center’s operation considered allowable expenses and included in Operating Budget.
  - 6.5.7 Bill standard utilities in the same manner as similar campus facilities.

6.5.8 Provide Manager's employees with a Community College email account, sub master key access to Center and Community College staff identification card.

6.6 Access to Campus Community for Marketing Purposes. In order to market programs, services and membership opportunities at the Center, allow Manager reasonable access to students, employees, alumni and other members of the Community College community to the same degree as Community College provides the opportunity to internal departments. Community College shall assist such marketing initiatives by allowing access to names and addresses of potential or current students, faculty, staff and alumni which Community College may have in its possession providing that all applicable laws, regulations and Community College policies regarding confidentiality of such information are followed. Community College shall also permit payment of membership fees via payroll deduction for Community College's full-time employees, and allow advertising in Community College publications and facilities.

6.7 Enrollment and Employment Data. Provide Manager with current and timely enrollment and employment data and such other information, which is required to confirm an individual's affiliation with Community College for membership services provided at student, faculty, staff and alumni rates, as Manager may reasonably request to the same extent as internal departments are allowed provided all applicable laws, regulations and Community College policies regarding confidentiality of such information are adhered.

6.8 Equipment to be provided. Allow Manager the use of FF&E currently owned by Community College. Manager will return FF&E to Community College in the manner prescribed by Community College policy if it is deemed unnecessary for Center operation. Manager shall notify and obtain permission from the Community College Representative prior to removing any FF&E owned by Community College from the Center's premises.

## **7. JOINT RESPONSIBILITIES OF COMMUNITY COLLEGE AND MANAGER**

7.1 Manager and the Community College Representatives shall meet periodically to review the operations, administration and outlook of the Center, including without limitation, marketing programs, policies and procedures, capital improvements and other matters of mutual concern.

7.2 Security and Access Control. Manager and Community College shall cooperate in providing security and access control for the Center and for property at the Center. Manager shall cooperate with Community College designated departments to create and maintain a security plan for the Center. Manager will not seek to have Community College students, faculty or staff arrested by public authorities, or prosecuted without prior consultation with Community College Representative.

7.3 Theft ad Losses. Manager with Community College designated departments shall assist each other in the investigation of alleged incidents of thefts or losses of personal property that occur in the Center. Community College shall participate in any investigation to the same level as provided other Community College departments. Community College and Manager shall not

be responsible for reimbursement to Patrons, employees, or visitors to the Center for any loss incurred on the premises or while participating in any activity sponsored or managed by Manager at any site outside of the Center.

- 7.4 Emergency Procedures. Manager with Community College Campus Police Department will discuss, revise, and update the emergency response plan on a periodic basis
- 7.5 Identification Cards. Community College shall be responsible for providing standard identification cards for its current students and employees. Additionally, the Community College and the Manager will work cooperatively to issue membership cards to alumni, affiliates and others who do not have a current Community College identification card. Manager shall be responsible for the management of said membership identification cards as it relates to alumni and other Patrons of the Center who are not current students or employees. This management function shall include personnel, equipment and supplies needed for photo taking, card generation, card activation and deactivation, card replacement, record keeping, and procurement and maintenance of card equipment.
- 7.6 Installation or Relocation of FF&E. Manager shall be responsible for installing or relocating furniture, fixtures and equipment and responsible for any and all damages done to any part of Community College's property resulting from the delivery, installation, and/or servicing of Manager's or Community College's FF&E and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to the Community College. Any such expenses will be considered an operating expense and will be paid in the same manner as other Community College charges.

## **8. PERSONNEL**

- 8.1 Personnel Policies during Operations of Center. Subject to any limitations noted herein, Manager shall have the authority and duty regarding its own Executive Staff and Manager's employees, to hire, promote, discipline, discharge, and supervise the work of the Executive Staff of the Center and to supervise through said Executive Staff the hiring, promotion, discharge and work of Manager's other operating and service employees who are performing services in or about the Center. All staff and employees hired by Manager shall be employees of Manager and not employees of Community College.
  - 8.1.1 Manager will have written personnel policies for its employees that address all areas of personnel management including, but not limited to, hiring, promotion, discipline, discharge, supervision, compensation, performance review, grievance redress, harassment or discrimination in the workplace, accurate reporting of time and attendance, record retention, sick and vacation time, dress, professional standards, and job duties.
  - 8.1.2 The selection of the Director of Campus Recreation ("Director") will be made by the Manager, but will be subject to approval by the Community College prior to any offer

of employment. All other employees selected by Manager will be hired independently from Community College approval.

- 8.1.3 Manager assumes full responsibility for payment of its employees and for all of their state and federal income tax, unemployment insurance, workers' compensation insurance, social security, disability insurance and all other taxes and applicable withholdings. Manager will be responsible for all federal, state and local laws, ordinances, regulations relating to its employees and will be responsible for making all decisions, including the course of action with respect to all human resource matters for its employees. Manager agrees to comply with all applicable state and federal laws and regulations governing employment authorization and screening, including but not limited to completing and maintaining Employment Eligibility Verification Form I-9 for all of its employees. Manager represents and warrants that it is not knowingly employing any workers who are not authorized to work in the United States to service this Agreement.
- 8.1.4 The Community College acknowledges that the Manager's full time staff cannot be recruited or offered employment by the Community College, without approval of the Manager unless the break in service from Manager is twelve (12) months or longer. In the case that Manager's approval is sought, the expressed wishes of the employee will be considered and the Manager's approval will not unreasonably withheld.
- 8.1.5 Community College employees that perform services in or about the Centers, including but not limited to, full-time and part-time classified employees, building maintenance, police, and others performing services to the Center on behalf of the Community College, are employees of the Community College and shall not be considered employees of Manager. Manager shall not be liable to such individuals for their wages or compensation.
- 8.1.6 Community College shall not interfere with the day to day operations of the Center or give orders or instructions to all personnel employed at the Center that would interfere with such day to day operations unless the health, safety, or security of Patrons is jeopardized, or damage to the Center or its FF&E is imminent.
- 8.1.7 Manager may change or replace any of its employees at any time except the following condition: The Director requires consultation with Community College prior to any change or replacement.
- 8.1.8 Manager shall be fully staffed and equipped, and capable of providing the full range of services as outlined in the Business Plan. Manager's employees shall maintain the appropriate education, experience, and certifications necessary to complete their assigned responsibilities.
- 8.1.9 Manager represents and warrants that it shall withhold and/or pay, as appropriate, all

applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security and unemployment taxes and worker's compensation payments.

8.1.10 The Director of the Center shall be expected to participate regularly in meetings, planning and training sessions, and discussions pertaining to the Center conducted by the Community College. The Director and his/her staff also shall be expected to meet periodically with the Community College executives, division directors, students, or faculty members to support Community College's goals and objectives.

8.1.11 All Full-time and part-time employees for whom Director supervises shall be expected to notify the Director of secondary employment. For extended commitments such as teaching a class, a flexed work schedules will be documented. For short term commitments, vacation or a flexed schedule may be approved.

8.2 Manager's Payroll. Manager shall be reimbursed by Community College for its payroll expenses accrued as a result of providing direct services to the Center. These reimbursable expenses shall include salaried and hourly employees' total wages and assigned benefits for the pay period.

8.2.1 Upon the latter of either the termination of this Agreement or the termination of any extension of this Agreement, the initial \$90,000 payroll advance that was received at the beginning of the initial agreement shall be returned to Community College within ten (10) Business Days of the Completion Date.

8.2.2 Manager will submit an invoice to Community College by the 15<sup>th</sup> day of each month. Prior to the start of each fiscal year, and beginning in FY 2020, Manager will submit a proposed monthly estimate of all payroll and benefit expenses expected in the upcoming fiscal year. Manager will maintain accompanying documentation to include employees' names, positions, compensation rates, and types of pay received (straight time, overtime, vacation, sick leave, etc.). Manager understands that all payroll and benefit expenses must be consistent with and in accordance with the then-current Operating Budget. Manager shall be solely responsible for maintaining accurate time and attendance records for Community College students working in the Center. Manager will reconcile the estimated expenses with the actual expenses incurred on a quarterly basis and shall submit an invoice accordingly. Manager shall submit any accompanying documentation upon the request of the College.

8.2.3 Consistent with Section 9.1.3, Community College students working in the Center will generally be on Community College's student service or work study payrolls. Manager shall not be reimbursed for student employees who are paid by Community College. Manager shall prepare and process student service and work study payrolls on behalf of Community College, using processes and procedures that are consistent with the way internal Community College departments process their student payrolls. Manager

shall follow Community College's employment policies and procedures regarding the management of any Community College students and coordinate any employment action regarding such students with Community College's Human Resource Management Department.

8.3 Generally.

- 8.3.1 Manager shall be free to perform any legally acceptable means of pre- or post-employment interviewing or screening, including drug testing, background checks, or credit checks. Manager is expected to complete appropriate screening for any staff working with juveniles during the summer camp sessions or baby-sitting services offered by the Center.
- 8.3.2 As a matter of policy, Manager will endeavor to utilize and employ Community College students as student interns, and part-time employees. Manager shall have access to Community College resources to recruit full time, part time and student employees in a manner that is similar to a Community College department.
- 8.3.3 Community College shall have the right to have its representative(s) or authorized agent(s) present to observe and witness the work being performed by Manager's personnel. If at any time Community College shall determine, in good faith that the work is being performed improperly and/or not in accordance with the requirements, specifications, or obligations of this Agreement, the Community College may notify Manager of such deficiency and request that such deficiencies be promptly remedied.
- 8.3.4 Manager assumes all responsibility for the negligence, unlawful acts or omissions, misconduct, misrepresentation, or fraud of its employees.

**9. CERTAIN OPERATING AGREEMENTS OF MANAGER.**

9.1 Affirmative Agreements.

- 9.1.1 Manager acknowledges that Community College is party to various merchandising agreements, including but not limited to, spirit wear and other general merchandise sales, vending machine sales, automatic teller machine placement and use, and food and beverage sales. Manager agrees to perform its obligations under this Agreement with clear communication and collaboration regarding the parties involved in these existing agreements.
- 9.1.2 Manager acknowledges that Community College provides existing programs and services, including, but not limited to athletic camps, classes or workshops on physical education, health, wellness and nutrition, exercise and testing programs. Manager agrees to perform its obligations under this Agreement to provide similar programs and services concurrently without interference or disruption.

- 9.1.3 Manager will work with Community College to develop programs that include part-time employment opportunities, scholarships, practicums, and other types of financial assistance to students and other members of the Community College community.
- 9.1.4 Manager will install, test and maintain point of sale payroll and inventory management systems with real time processing capabilities. Point of sale system will be done in conjunction with Community College IT, PCI, and Student Accounting staff to insure that the system meets the Community College's requirements.
- 9.1.5 As an operating expense, Manager will work with the Community College to maintain a website for the Center, incorporating a full selection of services. Manager shall be given full access to update the website as needed.
- 9.1.6 Manager will abide by all Community College policies, procedures and regulations, to the extent applicable and appropriate to operations of the Center and as required or directed by the Community College.
- 9.1.7 Manager will manage a priority schedule, tiered rate structure and reservation process for areas located in the Center. Community College student organizations, Community College departments and other approved groups shall be permitted to reserve space and/or to host events in the Center at a discounted fee, as outlined in the Business Plan.
- 9.1.8 Manager will offer programs and services tailored to meet the needs of Community College alumni and affiliate groups to stimulate their continued support of the Community College. Manager agrees that any information it receives from Community College pursuant to this Section is considered confidential information and subject to the provisions of Section 17.
- 9.1.9 Manager will conduct surveys from time to time and no less than annually to ascertain whether the Center's programs and services are meeting the needs of Patrons and other members of the Community College community.
- 9.1.10 Manager will provide 24-hour availability of a responsible employee to be contacted in case of an emergency. Manager agrees to maintain a schedule with the name and contact number of such employee or his or her substitute with the Community College Representative and other designated Community College departments. In addition, Manager will make one of its senior executives available to meet with the Community College Representative in case of urgent necessity, within five (5) Business Days of a request by the Community College for such a meeting.
- 9.1.11 In operating the Center, Manager will accept Visa, MasterCard and Discover charge cards, as well as current or future Community College's cash cards for payment of voluntary membership fees, program registrations, service fees and individual purchases. In addition, Manager will accept a department charge for any facility rental

fees and/or direct costs related to the use of the facility for a scheduled event sponsored by a department or a student organization.

9.1.12 Manager agrees that Community College shall have the exclusive right, after consultation with Manager, to establish or change the service hours, fee schedules, membership capabilities, and plans, programs or services or other methods of operation of Center.

9.1.13 Community College personnel shall have access as required to the Center in order to perform routine, requested, or required maintenance or to inspect premises. Community College personnel shall notify Manager's staff when they are in the Center for such activity.

9.1.14 Manager shall provide Community College with its organizational line of authority for management personnel from the local Center representative to the representative at the highest corporate level. Manager shall inform Community College of any subsequent changes in its organization.

9.2 Negative Covenants. Without prior written consent of Community College, Manager will not:

9.2.1 Grant any right of occupancy, any interest in real estate, encumber any interest in the Community College's title to the Centers, or grant any concessions in any portion of the Centers.

9.2.2 Post any sign or fixed advertising that uses Manager's business name.

9.2.3 Enter into any agreement with a third party which would extend beyond the term of this Agreement or exceed Manager's authority under this Agreement.

## **10. CERTAIN PROGRAMS.**

10.1 Intramural Sports. Manager will direct Community College indoor and outdoor intramural programs consistent with the standards and in accordance with student interests. In addition, Manager will administer community sports leagues for other members of the Center. Manager understands that some outdoor programs are conducted on fields and courts managed by other departments (i.e., Athletics and Physical Education). Where and when available, Community College will provide Manager with use of these spaces at no cost whenever feasible. Any costs incurred by Manager shall be considered an operating expense.

10.2 Membership Programs. Manager shall offer Community, Alumni, Student, Employee and affiliate membership categories and program offerings. The membership categories, fee structures and program offerings will be subject to change through the annual Business Plan process.

## **11. ANNUAL OPERATING AND CAPITAL PLANS**

11.1 Business Plans. Manager will submit to Community College by March 1, an updated annual Business Plan for the next fiscal year beginning July 1, which shall include a forecast of income and budgeted expenses and cash flow, excluding forecasts of expenditures for Capital Improvements. It is the intention of Manager and Community College that the Business Plan shall always be consistent with the Standards so as to permit the operation of the Center in accordance with the Standards. Thereafter, the annual Business Plans may contain any revisions or changes to the elements of the Business Plan provided that the prior written consent of the Community College is first obtained.

11.1.1 Review and Approval of Business Plans. The Business Plans and any revisions thereto will be subject to the prior approval of Community College, and Community College hereby agrees to examine each Business Plan, and revisions thereto, if any, submitted to it by Manager in accordance with this Agreement. If the Business Plan or revision thereto, is found reasonable, Community College will then approve such Business Plan, or revision, as applicable. It is contemplated that the Business Plan and any revisions thereto will be agreed upon by Manager and Community College within thirty (30) days after submission of the same by Manager to Community College. Any objections of Community College to an Business Plan (or revisions thereto) must be in writing and must set forth in reasonable detail Community College's basis for not approving any proposed Business Plan (or any revision thereto). Except as provided below, in case of a dispute with regard to an Business Plan or revision thereto, then pending the settlement thereof, manager will continue to operate the Center in accordance with the Standards and the most recently approved Business Plan, adjusted as Manager reasonably deems necessary for the current level of operations, to pay all Impositions, to insure the safety of employees, users and customers, and to comply with all applicable Legal Requirements.

11.1.2 Deviation from Business Plans. Manager will notify and obtain written approval from Community College prior to initiating any deviation from the Business Plan. Community College reserves the right to deviate from the Business Plan, Capital Improvement and Replacement Plan, or Operating Budget, provided; however, Manager's Base Management Fee will not be negatively affected by such deviation.

11.2 Capital Improvement and Replacement Plans. Manager will submit to Community College by March 1 of each year a Capital Improvement and Replacement Plan for the fiscal year beginning the following July 1, which shall include a forecast of expenditures for Capital Improvements and for the acquisition of FF&E. It is the intention of Manager and Community College that the Capital Improvement and Replacement Plan shall be consistent with the Standards so as to permit the operation of the Centers in accordance with the Standards. It is understood that all completed Capital Improvements are property of Community College.

11.2.1 Review and Approval of Capital Improvement and Replacement Plan. The Capital Improvement and Replacement Plan and any revisions thereto will be subject to the

prior written approval of Community College, and Community College hereby agrees to examine each Capital Improvement and Replacement Plan, and revisions thereto, if any, submitted to it by Manager in accordance with this Agreement. If the Capital Improvement and Replacement Plan, or revisions thereto, are found reasonable and proper, Community College will then approve such Capital Improvement and Replacement Plan, or revision, as applicable. It is contemplated that the Capital Improvement and Replacement Plan will be agreed upon by Community College and Manager hereto within thirty (30) days after submission of the same by Manager to Community College. Any objections of Community College to a Capital Improvement and Replacement Plan (or revision thereto) must be in writing and must set forth in reasonable detail Community College's basis for not approving any Capital Improvement and Replacement Plan (or revision thereto). In case of a dispute with regard to a Capital Improvement and Replacement Plan or revision thereto, then pending the settlement thereof, Manager must notify and obtain the written approval of Community College before making any expenditure for Capital Improvements.

11.2.2 Deviation from Capital Improvement and Replacement Plan. Manager shall notify and obtain approval from Community College prior to initiating any deviation from the Capital Improvement and Replacement Plan.

## **12. MANAGEMENT FEES**

- 12.1 Management Fee. Commencing on the Effective Date of this Renewal Agreement, Community College shall pay Manager an annual management fee (the "Base Management Fee") equal to \$168,924.36 or \$14,077.03 per month. The Management Fee shall be paid to Manager on or before the first day of each month.
- 12.2 Annual Increases to Base Management Fee. The Base Management Fee will be increased by the previous year by two (2) percent on an annual basis. This increase shall be adjusted annually beginning with the July invoice per the start of the Community College's new fiscal year.
- 12.3 Waiver of Right to Offset. All fees shall be payable in accordance with the provisions of Section 13 except where instances of gross misconduct, fraud, or any unlawful act(s) by Centers' employees may have unfairly benefited Manager or damaged Community College.

## **13. BOOKS, RECORDS AND INVESTIGATIONS.**

- 13.1 Operating Account. All income collected by Manager in connection with the Center will be deposited into a general ledger account. All Operating Expenses shall be expensed from said account. All Community College policies and procedures related to fiscal matters shall be applicable to this account. A monthly reconciliation will be completed as described in Section 5.11.2.

- 13.2 Maintenance of Books and Records. The books of the Center shall be kept in Manager's general ledger. Manager shall cooperate with Community College and its representatives and provide copies of material not included in Community College's general ledger or official documentation as requested by Community College. All books and records of the Center shall be maintained for a period of five (5) years; provided, however, that if this Agreement shall terminate, Community College shall have one year from the effective date of termination to exercise its audit rights.
- 13.3 Financial Reports. On a quarterly basis, Manager shall render to Community College a full report which includes reconciliation to the general ledger, of revenues, expenses and other accounting and operation matters. The monthly financial reports will include a statement of income and expense prepared in accordance with generally accepted accounting principles, consistently applied, for the specific month, the entire elapsed portion of the current fiscal year. When available, a comparison with the appropriate month of the prior Contract Year will be included. The last such financial statement for each Contract Year shall include such additional reports as Community College may request, and shall be certified by an executive or principal of Manager.
- 13.4 Operating Reports. The Community College will require written monthly and/or quarterly reports to include, but not limited to: Use statistics, in comparison to budget and previous year; Programming and Scheduling updates (e.g. attendance, upcoming offerings, requests for use of space); Membership reports including demographic information; Marketing and public relations efforts and impact; Contributions to campus community (e.g. donations to student events); Any policy or procedural changes and any risk management concerns; and Staffing changes. The Community College reserves the right to request additional information as needed. Quarterly meetings with site management and representation of Centers Executive staff will be scheduled through the first contract year. This schedule will be evaluated and further refined as needed after one full calendar year of operation.
- 13.5 FERPA. Manager agrees to abide by the Family Education Rights and Privacy Act of 1974, 20 USC § 1232 (g), 34 CFR Part 99, as amended and all applicable rules and regulations.
- 13.6 Requests for Information. Manager shall promptly inform Community College of any claims, investigations, or requests for Community College information or other information related to this Agreement or the operation of the Center (including without limitation service of process), and before responding or taking other action in same shall give Community College reasonable opportunity to respond, object or otherwise assert and preserve its rights.
- 13.7 Cooperation. Manager agrees to fully and completely cooperate with Community College, its advisors, and its legal counsel with respect to any third party investigation, audit or litigation filed against Community College. Such cooperation shall include but not be limited to making knowledgeable individuals available at reasonable times and places for interviews, testifying in a deposition or legal or administrative proceeding, providing Community College

reasonable access to data, documents and information, and providing advice to Community College in preparing defenses to any such actions.

#### **14. TERM AND RENEWAL**

- 14.1 Term. This Renewal Agreement shall run for a term of 5 years and 3 months commencing on the Effective Date (March 15, 2019) and concluding on June 30, 2024 with the option to renew an additional five year term at the sole discretion of the Community College.
- 14.2 Renewal. The Community College shall have the option to renew this Agreement on the same terms as provided for herein, by giving notice of renewal on or before August 1, 2023. The Community College will provide Manager with its written intent to exercise a renewal option with this Agreement amended to reflect such renewal period.

#### **15. TERMINATION**

- 15.1 Termination by Either Party for Cause. Community College or Manager shall have the right to terminate this Agreement by giving the other party not less than thirty (30) days' written notice under the following circumstances:
- 15.1.1 If Community College or Manager shall be in default in the performance of any material covenant, promise, term or condition of this Agreement, and (a) such default is not cured within thirty (30) days after notice of default is given by the party not in default, or (b) if such default is of a nature that it cannot be cured within thirty (30) days, and the party in default shall not have promptly commenced curing such default within such thirty (30) day period or shall not thereafter proceed to cure such default with reasonable diligence in good faith without interruption except for causes beyond its control.
- 15.1.2 If Community College or Manager shall initiate bankruptcy or liquidation, become bankrupt, make a general assignment for the benefit of creditors, take the benefit of any insolvency act, or if a receiver or trustee in bankruptcy is appointed for all or a portion of such other party's property.
- 15.2 Termination by Community College for Cause. In addition to the foregoing, Community College shall have the right to terminate this Agreement immediately if (i) Manager breaches Section 15.4 of this Agreement, (ii) Manager enters into any agreement with a third party in violation of this Agreement; or (iii) Community College, in its sole discretion, determines that any action, project, activity, or arrangement performed by Manager caused, causes, or will cause Community College to suffer material adverse publicity or material negative impact on its reputation or (iv) any act of fraud, misappropriation or other dishonesty by Manager, its employees or agents.
- 15.3 Termination by Community College without Cause. Community College shall have the right

to terminate this Agreement without cause or penalty, at any time without liability to Manager, provided that Community College shall give Manager at least 180 days prior written notice of termination. Should the Community College terminate without cause, Community College shall not be permitted to hire Manager's employees for a period of six (6) months commencing from the termination of this agreement or six (6) months after any employee would terminate employment from Manager.

- 15.4 Conciliation of Performance Issues. If Community College believes that Manager's performance has been substandard, prior to issuing any notice of default under this Section, Community College shall document Manager's performance and submit such documentation to the Manager for review and corrective action. Upon the request of Community College, a review meeting will be called between the parties where instances of alleged substandard performance will be discussed and a plan for corrective action shall be developed and implemented. The Community College, in its reasonable discretion, shall approve, in writing, the plan for corrective action. Community College may terminate this Agreement immediately pursuant to Section 15.2 of this Agreement if: (a) Community College does not agree to the plan developed by Manager; (b) Community College, in its sole discretion, determines that implementation of the corrective plan by Manager is substandard; or (c) Community College, in its sole discretion, determines that Manager has failed to implement the corrective plan in a timely manner.
- 15.5 Waivers. No waiver by Community College or Manager of any default on the part of the other party in the performance of any covenant, promise, term or condition of this Agreement shall be construed to be a waiver of any other or subsequent default in performance of the same or any other covenant, promise, term or condition of this Agreement.
- 15.6 Transition. When the Agreement expires or in the event that the Agreement is terminated either with or without cause, Manager agrees, at Community College's option, to continue operation of the Center solely in return for payment of a Transition Fee as defined in Section 1.40 of this Agreement in accordance with the terms and conditions of this Agreement for a period not to exceed 180 days. During this period, Manager shall assist in achieving a smooth transition of services to Community College or another service provider. Community College, at its sole discretion, may determine the length of the transition period. During transition, Manager shall:
- 15.6.1 Help the Community College develop a transition plan.
  - 15.6.2 Assist in training new personnel to use any equipment, software or processes that are to be transferred by Manager.
  - 15.6.3 Catalog existing procedures and existing inventory.
  - 15.6.4 Explain operating procedures, job descriptions and back-up procedures.

15.6.5 Keep intact all equipment needed for the proper functioning of the Center, including but not limited to facilities, programs, or services for the period described herein.

15.6.6 Provide such other assistance as Community College may reasonably request.

15.7 Effect of Termination. Termination of this Agreement shall not affect any right or obligation of either party that has accrued prior to the Termination Date. Upon the Completion Date of this Agreement:

15.7.1 Remove Property. Manager shall remove its property from the Center, and return the premises to Community College in original condition, normal wear and tear excepted.

15.7.2 Return Property to Community College. Manager shall return any and all keys, licenses, access codes, or other authorization or property required for the operation of the Center, and all books or records, in accordance with the directions of Community College and in accordance with applicable governmental law, regulation or order. Furthermore, manager shall return all files in its possession relating to the Center, including, but not limited to, all sales and marketing files and records, and cease any use of Community College's logos, trade names, and other intellectual property.

## **16. INSURANCE AND DESTRUCTION**

16.1 Manager's Insurance Requirements. Manager shall procure and maintain such insurance, listed below, as shall protect Manager and Community College where noted or required below from claims for personal injury, bodily injury and/or property damage which may arise from operations under this Agreement. Manager shall also require that any Contactors or third parties providing services to the Center to provide insurance for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Worker's Compensation/Employer's Liability Insurance.. Coverage shall be purchased and maintained from an Admitted Carrier with a minimum AM Best rating of A- and authorized to transact business in the state of Illinois. Certificates of insurance will show evidence of coverage and for items 16.1.1, 16.1.2, 16.1.3 16.1.4 and 16.1.5 below, shall name the Board of Trustees of the Community College, their trustees, officers, employees, volunteers, and affiliates as additional insureds. Manager will provide the Community College copies of Certificates of Insurance confirming the types and amounts of coverage and indicating the status of additional insured as required herein. Further, any policies written on a "claims made" basis must be maintained for a period of three (3) years beyond the termination of this Agreement.

16.1.1 Commercial General Liability Insurance Coverage – minimum amount of \$1,000,000 per occurrence combined single limit and \$2,000,000 general aggregate limit for bodily injury and property damage. Includes coverage for: a) Premises and operations liability, b) Personal Injury and advertising liability, c) Contractual liability coverage, and d) Sexual Abuse/Molestation Coverage.

- 16.1.2 *Umbrella/Excess Liability* with limits of liability no less than: \$5,000,000 each occurrence with a \$10,000,000 annual aggregate limit and shall provide limits excess over the policies described in 16.1.1, 16.1.2, and 16.1.5.
- 16.1.3 *Employment Practices Liability Insurance Coverage* – minimum amounts of \$1,000,000 for all employees of the Manager engaged in work under this contract.
- 16.1.4 *Worker’s Compensation/Employer’s Liability* with limits of liability not less than: Worker’s Compensation Statutory Benefits, Employer’s Liability \$500,000 bodily injury by accident, \$500,000 Disease – Each employee, \$500,000 Disease – Aggregate.
- 16.1.5 *Professional Liability Insurance*- minimum limits of \$1,000,000 per claim and \$2,000,000 annual aggregate shall be required of any employees or individuals contracted by Manager to provide professional services, including but not limited to personal trainers.
- 16.2 *Community College’s Insurance Requirements.* Community College shall, procure and maintain the following insurance:
- 16.2.1 *All Risk Property Insurance* covering real and personal property owned by the Community College at the Center for the replacement cost value of such property on an “all risk” basis.
- 16.2.2 *A Combination of Comprehensive General liability Insurance and Excess (Umbrella) Coverage* to include personal injury, bodily injury, broad form property damage, operations hazard, independent contractor’s coverage, contractual liability and products and completed operations liability that is currently maintained by the Community College.
- 16.2.3 *Worker’s Compensation and Employer’s Liability Insurance* in form and amount as required by law.
- 16.2.4 It is understood and agreed that the Community College may provide some or all the above referenced coverage through a funded self-insurance program in lieu of purchasing commercial insurance.
- 16.3 *Payment of Insurance Premiums.* Premiums for insurance required under this Agreement shall be Operating Expenses of the Center.

## **17. CONFIDENTIALITY**

- 17.1 *Confidential Information.* Manager and Community College mutually agree that during the course of this Agreement the other party may be exposed to Confidential Information (“Confidential Information”), including but not limited to financial and enrollment information, email correspondence, business plans, facility innovations, student and employee

data, recruitment strategies, and sales programs (including without limitation the data and information described above in Sections 6.8 and 6.9). Manager and Community College will hold in trust and confidence all Confidential Information received from the other party, will use such Confidential Information only in connection with the performance of its obligations under this Agreement, will not use such Confidential Information for its own benefit or to the other's detriment, and will safeguard Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information, but in any event no less than a reasonable degree of care. Manager further agrees that it will not disclose any information obtained during the performance of this Agreement whose release would be a violation of the Federal Family Educational Rights and Privacy Act.

17.2 Return of Confidential Information. Upon termination of this Agreement for any reason, Manager will deliver or cause to be delivered to Community College any and all Confidential Information and proprietary information ("Proprietary Information") obtained by the Manager in connection with the operation of the Center and this Agreement that relates to the Community College, its faculty, staff, students and alumni.

18. **TRADEMARKS AND LOGOS.** Upon written approval of the Community College Representative, Manager shall have the right to use the Community College seal and logo in the course of its operations under this Agreement for the purpose of effectively branding the Center and department. Manager acknowledges that these trademarks, including without limitation the term, Health Education and Wellness Center and any and all logos pertaining thereto are and shall be owned solely and exclusively by the Community College and further agrees to use such trademarks only in the form and manner and with the appropriate legends as prescribed by Community College. All use of trademarks shall inure to the benefit of Community College.
19. **LICENSING POLICIES.** Manager agrees that Manager and all of Manager's vendors will abide by Community College's licensing policies, including advising Community College, at least twice per year, of the total sales of licensed merchandise sold at the Centers.
20. **AUTHORITY.** Community College and Manager each warrants and represents to the other that it has the full power and authority, corporate and otherwise, to enter into and perform under this Agreement.
21. **ASSIGNABILITY.** Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, provided, however, that the Community College shall be permitted without Manager's prior consent to assign this Agreement to any person or party to whom the Community College sells or leases the Center. Manager shall not be permitted to assign all or any part of its membership or ownership interest to any person or party without Community College's prior consent.
22. **NOTICES.** Notices given pursuant to this Agreement shall be deemed duly given if personally delivered, sent by overnight courier, or mailed by registered or certified mail, postage prepaid, return receipt requested:

To Community College at: Moraine Valley Community College  
9000 W. College Parkway  
Palos Hills, IL 60465  
Attention: Vice President of Administrative Services

To Manager at: CENTERS, L.L.C.  
1140 Connecticut Ave., NW  
Washington, DC 20036

Each party also shall have the right from time to time to specify additional parties to whom notice must be given by delivering to the other party fifteen (15) days prior written notice thereof, setting forth the address of such additional parties.

**23. EXCUSED PERFORMANCE.** In case performance of any terms or provisions hereof (other than the payment of monies) is delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of fire, floods, Acts of God, said party may, at its own option, suspend the performance of its obligations during the period such cause continues provided, however, that the other party may terminate said contract if such cause continues longer than thirty (30) days.

**24. INDEMNIFICATION.** In addition to any specific indemnification clauses contained in this Agreement, Manager shall indemnify, defend, and hold harmless Community College, its Board of Trustees, officers, employees, volunteers, and affiliates from any and all claims, suits, actions, damages, judgments, and/or costs including but not limited to reasonable attorney's and paralegal fees, arising out of or incident to acts or omissions of Manager, its officers, agents and employees, in the performance of this Agreement, including but not limited to any damage to or loss of use of the Center, Community College's possessions, FF&E or premises, ordinary wear and tear excepted. Manager shall further indemnify, defend and hold harmless Community College, its Board of Trustees, officers, employees, volunteers, and affiliates from all claims, suits, actions, damages, judgments and/or costs including but not limited to reasonable attorneys' or paralegal fees, for injury to or death of any person, loss and/or damage to any property, employment claims, and for personal injury which results in, is connected with, incident to or arises out of Manager's duties and responsibilities as set out in this Agreement, and the occupancy, use, service, or performance of work of Manager, its officers, agents and employees.

**25. NOTICE OF INCIDENT OR INJURY.** Manager agrees to provide written immediate notification to Community College of any incident involving bodily injury or property damage occurring on Center premises or surrounding areas or involving any Center program or activity. Manager must maintain written or permanent electronic record of sport-related injuries expected in the course of the operation of a recreational facility, to be made available to Community College upon request. However, it is understood that such expected injuries will not be immediately reported to Community College unless the injury is serious in nature or unless it is believed that a claim against Manager and/or Community College may result.

**26. CONSENTS AND APPROVALS.** Except as otherwise required herein, wherever in this Agreement

an action is conditioned upon the consent or approval of a party, or a party is authorized or permitted to give a consent of approval to any action or plan proposed or submitted by the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that the Community College may withhold consents respecting its trademarks, logos and other intellectual property, and the Community College's contractual arrangements and exclusive business arrangements with third parties, in its sole discretion.

- 27. SEVERABILITY.** If any term, provision or section of this Agreement is held unenforceable or invalid under any applicable law or regulation by any court or competent governmental authority having jurisdiction, the non-enforceability or invalidity of such term, provision, or section shall not preclude the effectiveness of any other term, provision, or section unless the effectiveness thereof would result in unjust enrichment or extreme hardship to either of the parties thereto or would otherwise frustrate the basis or intent hereof.
- 28. REFERENCES.** Except as otherwise specifically indicated all reference to Section and Subsection number refer to Section and Subsections of this Agreement. The words "herein," "hereto," "hereunder," "hereinafter," and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection hereof. The words "including", "include," and like, shall mean including without limitation.
- 29. RESOLUTION OF DISPUTES.** The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in the state of Illinois.
- 30. AMENDMENT AND INTERPRETATION.** This agreement constitutes the entire agreement between Community College and Manager concerning the subject matter hereof. This Agreement supersedes all earlier agreements between Community College and Manager. To the extent of inconsistencies between this Agreement and any other statement or proposal, this Agreement shall govern. No modifications or amendments of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties.
- 31. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.
- 32. COUNTERPARTS.** This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on the parties hereto, notwithstanding that all such parties are not signators to the original or the same counterpart.
- 33. NOT A PARTNERSHIP.** This Agreement does not and is not intended to create a partnership or joint venture between Community College and Manager.
- 34. TITLE AND CAPTIONS.** All section and subsection titles and captions in this Agreement are for convenience only. They shall not be deemed a part of this Agreement and in no way define, limit,

extend or describe the scope or intent of any provisions hereof.

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

COMMUNITY COLLEGE:

Moraine Valley Community College,

By: \_\_\_\_\_

Dr. Sylvia Jenkins, President

MANAGER: CENTERS, L.L.C., a Washington D.C. limited liability company and wholly-owned subsidiary of Brailsford & Dunlavey.

By: \_\_\_\_\_

Paul A. Brailsford, Founder

**Annual Life Safety Project:**  
**Building T HVAC Upgrades Phase 3**

This request presents our annual Life Safety Application for FY2020.

The existing HVAC systems within Building T are original to the building and past their useful life expectancy. This project will replace air handling units as well as boilers, heating water pumps and all associated controls to meet current Energy and Ventilation codes.

**Recommended Action:**

It is recommended that the Board of Trustees approve the life safety project as outlined on the attached application.

## CAPITAL PROJECT APPLICATION FORM

*(One Application Form per Project)*

District/College and District # Moraine Valley Community College  
 Contact Person Rick Brennan Phone # 708-974-5388  
 Project Title Building T HVAC Upgrades: Phase 3  
 Project Budget \$ 1,000,000 ( ) check  here if the proposed project is to be financed with a combination of local, state, federal, foundation gifts, etc and disclose on funding attachment 2  
 Date September 18, 2018

**Application Type (check the appropriate application type and follow instructions):**

- Site acquisition-- see ICCB administrative rule 1501.604 d) or g) for additional material requirements and check here \_\_\_\_\_. (If this is a site acquisition and only land is being acquired ---no building--- then check here \_\_\_\_\_) --complete/submit Sections I and II with additional material requirements (if acquisition includes remodeling or new construction then you should also check the other appropriate application type and include description in the narrative portion of the application)
- Locally Funded New Construction--complete/submit Sections I and II.
- Locally Funded Remodeling--complete/submit Sections I and III.
- Locally Funded New Construction and Remodeling--complete/submit Sections I, II, and III.
- Protection, Health and Safety (PHS)--complete/submit Section I and Attachment PHS.
- Capital Renewal Project--complete/submit Section I and the three forms in the Architect Forms section of this manual. (Note: two of these should be completed by the architect.)

**Section I (submit for ALL project approval requests)**

- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
- B. A detailed description of the project's programmatic justification (*complete the narration section and attach*)
- C. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1--top half of form for any project except PHS and bottom half of form for PHS projects only*)
- E. Funding source (*use the appropriate format on Attachment #2*)

- F. Locally funded project budget and certification form (Attachment #3) OR Attachment PHS.

**Section II**

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes X No \_\_\_\_\_

If no, please update your District's Site and Construction Master Plan and submit to the ICCB. Anticipated date of completion

- B. Submit the new square footage allocation (*use Square Footage Summary Attachment*) (*If land acquisition only then not necessary to complete this form*)

- C. Has the site been determined professionally to be suitable for construction purposes? Yes X No \_\_\_\_\_

If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.)

**Section III**

- A. Submit the new square footage or the remodeled square footage allocation (*use Square Footage Summary Attachment*)

## **Programmatic Justification**

Provide an explanation of the programmatic impact of the proposed project.

Air handling units 1 and 2 as well as the entire heating water plant are original to the building construction and are past their useful life expectancy. This project will replace the AHU's as well as the boilers, heating water pumps, and all associated controls to meet current Energy and Ventilation Codes.

## **Scope of Work**

Provide an explanation of the specific work to be performed as part of this project.

Two existing AHU's as well as the boilers, heating water pumps, and all associated controls and electrical connections will be replaced to meet current Energy and Ventilation Codes.

## Attachment #1 Project Budget

**Check One: (LOCALLY FUNDED -other than Protection, Health, and Safety- see below)**

- New Construction**
- Remodeling**

**Project Name** Building T HVAC Upgrades: Phase 3

	Budget Amounts	
	New Construction	Remodeling
Land		N/A
Site Development		N/A
Construction (including Fixed Equipment)		
Mechanical		
Electrical		
General Conditions		
Contingency (10%)		
A/E Professional Fees		
Total		

Approved by the \_\_\_\_\_ Board of Trustees

Date \_\_\_\_\_

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

**Protection, Health, and Safety Project Name** MVCC Building T AHU and Heating Water Plant Upgrades

	Budget Amounts
Project Costs	\$831,818
Contingency	\$83,182
A/E Professional Fees	\$85,000
Total	\$1,000,000

## Attachment #2 Funding Source

**District/College Name** Moraine Valley Community College

**Project Name** Building T HVAC Upgrades: Phase 3

**Check the source(s) of funds:**

Available fund balance \_\_\_\_\_ Fund name(s): \_\_\_\_\_  
(Including excess funds from  
previously approved protection,  
health, and safety projects)

Bond Proceeds \_\_\_\_\_ Type of bond issuance(s): \_\_\_\_\_  
(including protection, health,  
and safety bonds)

Protection, Health, and \_\_\_\_\_ X Tax rate/fiscal year: 2020  
Safety Tax Levy \_\_\_\_\_  
(ILCS 805/3-20.3.01)

Contract for Deed \_\_\_\_\_ Term of Contract for Deed in months: \_\_\_\_\_  
(ILCS 805/3-36)

Lending Arrangement with a \_\_\_\_\_ Term of Lending Arrangements in months: \_\_\_\_\_  
Financial Institution \_\_\_\_\_  
(ILCS 805/3-37)

Lease Agreement \_\_\_\_\_ Term of Lease in months: \_\_\_\_\_  
(ILCS 805/3-38)

Capital Renewal Funding \_\_\_\_\_ Proposed Fiscal Year Source(s): \_\_\_\_\_

Protection, Health, and Safety Signature/Certification Page

	<u>Check if Applicable</u>
Budget Certification (see attachment, always required)	<u>          X          </u>
Structural Integrity Certification (see attachment, if applicable)	<u>                          </u>
Energy Conservation Certification (see attachment, if applicable)	<u>          X          </u>
Feasibility Study Identifying Need of the Project (district generated document)	<u>                          </u>
Other District Documentation to Support the Justification of this Project	<u>                          </u>

We certify we have examined this application for the approval of a protection, health, and safety project, as defined in the project narration (programmatic and scope), the certifications listed above and any other documentation which may support this project as being eligible to be funded through a protection, health, and safety tax levy or from the proceeds of a protection, health, and safety bond issuance, as referenced in Attachment #2 (Funding Source).

Further, we certify the Board has approved the architect's recommended budget, as referenced in Attachment #1 (Project Budget) and this project(s) meets the requirements of 110 ILCS 805/3-20.3.01 of the Act for proposed project(s) to make repairs or alterations which provide for the protection, health, and safety of students, faculty, and visitors.

Approved by the \_\_\_\_\_ Board of Trustees

Date \_\_\_\_\_

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

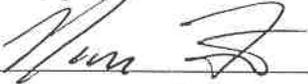
**PROTECTION, HEALTH, AND SAFETY PROJECT**

**Budget and Certification**

Name and address of architect/engineer providing the estimate:

Brandon Fortier, PE, LEED AP  
IMEG Corporation  
1100 East Warrenville Rd., Suite 400W  
Naperville, IL 60563

I certify that the recommended construction project description and cost figures referred to herein were prepared by me or under my supervision, and to the best of my knowledge the description of the existing conditions and cost funds are true and accurate. I further certify that the project has been designed to meet the codes and standards required in Illinois Community College Board Rule 1501.608 and meets the qualifications for an eligible protection, health, and safety project as defined in Section 3-20.3.01 of the Public Community College Act.



\_\_\_\_\_  
Architect/Engineer's Signature

Date September 18, 2018

062.061207

\_\_\_\_\_  
Illinois Registration or License Number

Seal



Exp. 11/30/19

Proposed budget: Use Attachment #1 and provide additional budget information on a separate sheet of paper, if necessary, to further explain the project budget.

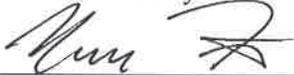
**PROTECTION, HEALTH, AND SAFETY PROJECT**

**Certification for Energy Conservation**

Name and address of architect/engineer providing the estimate:

Brandon Fortier, PE, LEEP AP  
IMEG Corporation  
1100 East Warrenville Rd., Suite 400W  
Naperville, IL 60563

I certify that the methods and calculations used to determine the estimated energy usage, cost savings, and payback period, as submitted in the attached, meet or exceed those prescribed by industry standards. I further certify that the historic energy costs used in these calculations reflect accurately those of the college.



\_\_\_\_\_  
Architect/Engineer's Signature

Date September 18, 2018

062.061207

\_\_\_\_\_  
Illinois Registration or License Number

Seal



Exp. 11/30/19

### Square Footage Summary Attachment

**District/College Name** Moraine Valley Community College

**Project Name** Building T HVAC Upgrades: Phase 3

Identify the increased square footage associated with a new construction project or provide a detailed summary of the space affected by this project. If additional explanation is necessary, please include in the scope of work narrative.

	<u>Net Assignable Square Feet</u>		
	<u>(Use this column for new construction only)</u>	<u>(Use these columns for remodeling projects only)</u>	
	<b>New Square Footage</b>	<b>Existing Square Footage</b>	<b>Remodeled Square Footage</b>
Classrooms	_____	_____	_____
Laboratories	_____	_____	_____
Offices	_____	_____	_____
Study	_____	_____	_____
Special Use	_____	_____	_____
Support	_____	_____	_____
Other	_____	_____	25,000
Total NASF	_____	_____	25,000
Total Gross Square Feet (GSF)	_____	_____	25,000
Efficiency (NASF / GSF)*	_____ %	_____ %	100 %

\*Minimum acceptable efficiency is 70 percent.

**ACCEPTANCE OF AUDIT**

The FY2018 Audit was presented earlier this evening. The Board needs to accept the Audit so that it can be officially submitted to the state. It was provided as a separate document.

**Recommended Action:**

It is recommended that the Board of Trustees accept the Audit for the fiscal year ending June 30, 2018 as presented and authorize that a copy of the Audit be filed with the State of Illinois.