



This form may be used only for transactions under \$10,000. This form may not be used for healthcare-related services.

**Agreement between
The Board of Trustees of the University of Illinois and
VILLAGE OF OAK PARK**

The parties to this agreement are the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Illinois Fire Service Institute at 11 Gerty Drive, Champaign, IL 61820 ("Illinois") and VILLAGE OF OAK PARK, an ILLINOIS MUNICIPAL ORGANIZATION located at 123 MADISON STREET, OAK PARK, IL 60302. ("Client").

ARTICLE 1: PURPOSE

Client desires to engage the expertise of Illinois to perform the services described below ("Services"). Illinois has determined that performing the services will promote one or more of the Illinois' missions of public service, research, teaching, and economic development.

ARTICLE 2: SCOPE OF SERVICES

2.1 Services to Be Performed. Illinois shall perform the following Services, which may not begin until this agreement is signed by both parties:

Fire Ground Coms. (FP#202601178) – Tuesday, February 10, 2025, from 9:00am-1:00pm.

Fire Ground Coms. (FP#202601179) – Wednesday, February 11, 2025, from 9:00am-1:00pm.

Fire Ground Coms. (FP#202601180) – Thursday, February 12, 2025, from 9:00am-1:00pm.

TRAINING LOCATION: OAK PARK FD, 100 NORTH EUCLID, OAK PARK, IL 60301.

2.2 Deliverables. As part of the Services, Illinois shall deliver to Client the following items ("Deliverables"): N/A

2.3 Responsibilities of Client. For Services provided at Client's location, Client shall:

2.3.1 Acknowledge that all Client members participating in training are in an on-duty status and covered by all applicable duty-related benefits including, but not limited to, worker's compensation, medical/health insurance, death and/or injury, and other coverage as outlined in article 6 below.

2.3.2 For Services provided at Client's location, Client shall, for the duration of time while any Illinois Executive Order, rule, or regulation relating to COVID-19 is in effect, make good faith efforts to adhere to the Executive Order, and specifically to:

- a. Ensure that training facility is cleaned and disinfected daily.
- b. Ensure that training facility is large enough to ensure approximately 36 square feet per student to ensure social distance can be maintained.
- c. Provide hand sanitizer at the entrances of facility and classroom(s).
- d. Provide sanitizing wipes to facilitate classroom cleaning at the end of each day of instruction.

ARTICLE 3: TERM AND TERMINATION

- 3.1 Term.** This Agreement takes effect on the date of last signature appearing below and expires on 2/12/2026 unless terminated or renewed by the parties. The term, including all renewals, shall not exceed 10 years.
- 3.2 Renewal Options.** The parties may renew this Agreement only by written amendment.
- 3.3 Termination for Cause.** A party will have 10 days (or any longer period agreed to by the aggrieved party) to cure a breach of this agreement after receiving notice of such breach by the aggrieved party. The aggrieved party may consider this agreement terminated without further notice if the defaulting party fails to cure the breach within the prescribed period.
- 3.4 Termination for Convenience.** Either party may terminate this agreement for convenience upon 30 days' prior written notice to the other party.
- 3.5 Effect of Early Termination.** In the event of early termination, Client shall pay Illinois for Services performed and Deliverables provided to the date of termination, and for the cost of all non-cancellable obligations made on Client's behalf.

Article 4: Compensation

- 4.1 Rate of Compensation.** Client shall compensate Illinois for Services performed under this agreement in accordance with the option indicated below:
- ☒ **Option A:** The fixed amount of \$.00.
- ☐ **Option B:** An hourly rate of \$__, not to exceed __ hours and not to exceed __ days.
- ☐ **Option C:** A daily rate of \$__, not to exceed __ days and not to exceed __ days.
- ☐ **Option D:** _____
- 4.2 Payment Schedule.** Illinois will submit an invoice to Client for Services performed, including any allowable reimbursable expenses incurred according to the following schedule:
- Within 30 days of its receipt of invoice, Client will remit the total due to Illinois at the address indicated on the invoice. Illinois will not pay interest on Client funds advanced or otherwise held on deposit.
- 4.3 Late Payments.** Illinois will assess a Late Payment Charge of 1.5% per month (18% per annum), plus a \$2 past due charge per month, on all past due balances. Illinois may refer Client's past due account for collection and may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including attorney's fees and court costs.
- 4.4 Suspension of Services.** Illinois may suspend performance of Services upon five days' written notice for Client's failure to make timely payments. Illinois will resume performance upon Client's payment of all monies owed to Illinois, provided that Client is not otherwise in default of its obligations under this agreement.

ARTICLE 5: LIABILITY AND WARRANTY

- 5.1 DISCLAIMER.** Illinois makes no representations, and disclaims all expressed and implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement relating to all Services and Deliverables furnished to Client under this agreement.
- 5.2 Limitation of Liability.** Illinois shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this agreement, even if Illinois had been advised of the possibility of such damages. Illinois' liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client under the agreement.
- 5.3 Warranty Regarding Information.** Client represents to Illinois that no material or information provided to Illinois includes any legally actionable, libelous, or otherwise unlawful statements or information. Client shall be responsible for all claims and liabilities arising out of any statements or information furnished to Illinois by Client under this agreement.

ARTICLE 6: INSURANCE

During all times relevant to this agreement, each party shall maintain the insurance coverages and minimum limits as stated below, and within seven days of a party's request the other party shall provide as evidence a certificate of insurance. Client shall require its insurance carriers to waive their rights of subrogation in favor of the Board of Trustees of the University of Illinois.

Commercial General Liability \$1,000,000 each occurrence; \$2,000,000 general aggregate.

The Board of Trustees of the University of Illinois shall be included as additional insured and stated as such on the certificate of insurance when requested.

Professional Liability/Errors & Omissions: \$1,000,000 per claim; \$3,000,000 annual aggregate

Automobile Liability: \$1,000,000 combined single limits

Workers Compensation – as required by applicable law, with limits not less than (volunteers must be included under coverage):

Coverage A: Statutory

Coverage B (Employer's Liability): \$500,000 each disease; \$500,000 each employee; \$500,000 policy limit

ARTICLE 7: RIGHTS IN DELIVERABLES

Title to existing intellectual property used by Illinois in performing the Services and creating the Deliverables shall remain vested in the original owner. Title to all intellectual property conceived or reduced to practice by Illinois employees and agents in performing the Services and in creating the Deliverables shall vest in Illinois. Title to tangible Deliverables identified in Article 2.2 shall vest in Client upon delivery by Illinois.

ARTICLE 8: THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Client represents to Illinois that it has all necessary intellectual property rights in any proprietary material or information provided required to perform the Services or to be included in the Deliverables and Client shall pay all costs and expenses, including royalties and license fees, incident to any such third party intellectual property rights. Client shall indemnify Illinois and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to Illinois for its use in performing the agreement.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 Force Majeure.** A party is excused from performing its obligations under this agreement when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to natural disasters, strikes, fires, war, terrorism and threats of terrorism, and government actions. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.
- 9.2 Independent Contractor.** The parties are independent contractors with respect to each other. Nothing in this agreement is intended to create any association, partnership, joint venture or agency relationship between them.
- 9.3 Use of Name.** Client shall not use Illinois' name or protected marks for any commercial purpose without Illinois' advance written consent.
- 9.4 Headings.** Headings in this agreement are intended only to assist with readability and are not substantive.
- 9.5 Severability.** If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the agreement.
- 9.6 Assignment.** Neither party may assign its obligations under this agreement without the prior written consent of the other party.
- 9.7 Amendments.** No modification of this agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.
- 9.8 Compliance with Laws.** Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this agreement.
- 9.9 Equal Opportunity.** This agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.
- 9.10 Waiver.** The failure of either party to enforce any provision of this agreement shall not waive the party's right to later enforce the provision or the agreement.
- 9.11 Non-Exclusivity.** This agreement is non-exclusive. Illinois may perform the same or similar services for other clients.

- 9.12 Counterparts/Facsimile Signatures.** This agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
- 9.13 Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this agreement.
- 9.14 Notices.** To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

Illinois Representative

Aaron Darnall
 Illinois Fire Service Institute
 11 Gerty Drive
 Champaign, IL 61820
 E-mail: fsi@illinois.edu
 Phone: (217) 333-3800

Client Representative

OAK PARK FD
 ADAM SMITH, TRNG. COORDINATOR
 100 N EUCLID
 OAK PARK, IL 60301
 E-Mail: asmith@oak-park.us
 Phone: 708-358-5603/630-267-6588

- 9.15 Choice of Law.** This agreement shall be interpreted by application of Illinois law without regard to its conflict of laws provisions.
- 9.16 Integration.** This agreement with its exhibits, attachments, amendments, and incorporated references constitutes the parties' entire agreement regarding the subject matter.
- 9.17 Authorized Signatories.** The individuals signing this agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this agreement.

**THE BOARD OF TRUSTEES OF THE
 UNIVERSITY OF ILLINOIS**

CLIENT

 Paul N. Ellinger, Comptroller Date

 Client Signature Date

 Name and Title of Comptroller Delegate

 Printed Name

 Signature of Comptroller Delegate

 Title

Approved for legal form by Office of University Counsel – DD-6/5/20
 Changes to template require University Counsel and OBFS approval.



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