

Resolution # 9-1

WHEREAS, the Sangamon County Sheriff's Office administers a two hundred hour Basic Correctional Officer(BCO) Course as mutually agreed upon by the Police Training Institute (PTI); and

WHEREAS, the University of Illinois is the funding source for the Police Training Institute; and

WHEREAS, the Sangamon County Sheriff's Office will provide multiple classes for individuals across the state during the contract term of July 1, 2014 through June 30, 2015; and

WHEREAS, compensation for providing the two hundred hour Basic Correctional Officer Course shall not exceed \$295,344.00 during the contract term unless approved by written amendment to the contract.

NOW, THEREFORE BE IT RESOLVED that the County Board in session this 9th day of September approves entering into a contract with the University of Illinois to provide BCO courses.

Neil Williams by J. Campbell
Department Head//Elected Official

Jail Committee,

Finance Committee

_____, Chairman

_____, Member

George J. ..., Member

_____, Member

Jim E. ..., Member

_____, Member

Rose ..., Member

_____, Member

Mike ..., Member

_____, Member

... Douglas ..., Member

_____, Member

... Williams ..., Member

_____, Member

... ..., Member

_____, Member

_____, Member

_____, Member

County Board Chairman: _____

RECEIVED
SEP 02 2014
Paul Palazzolo
SANGAMON COUNTY AUDITOR

FILED

SEP 02 2014

Jan ...
Sangamon County Clerk

UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD
CONTRACT FOR PROCUREMENT OF SERVICES

ARTICLE 1. IDENTIFICATION OF PARTIES

The parties to this contract are:

(a)The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"), on behalf of Police Training Institute and (b)County of Sangamon (Illinois), on behalf of the Sangamon County Sheriff's Department, a Government Entity with its principal office at One Sheriff's Plaza, Springfield, Illinois 62703 ("Vendor") or ("YOU").

ARTICLE 2. SCOPE OF SERVICES

2.1. Services. Vendor will perform the following "Services" and will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's performance:

Sangamon County agrees to provide a two-hundred (200) hour Basic Correctional Officer Course (BCO) at Sangamon County as mutually agreed upon by the Police Training Institute (PTI).

2.2. Type of Services. The Services are General

2.3. Work Product. As part of Vendor's performance of Services, Vendor will furnish to University the following work product("Work Product"):

- Provide suitable facilities for classes, activities, lodging and meals as needed.
- Provide a graduation program with a speaker at the completion of the course.
- Provide PTI with a course schedule with assigned ILETSB certified instructors at least 14 days before the course begins.
- Provide teaching material and student performance documentation as requested by PTI.

2.4. Discrepancies/Questions. If any discrepancies or questions arise during Vendor's performance of the contract, Vendor is responsible for obtaining written clarification from University's Technical Representative before providing the Services at issue. Vendor waives all claims for adjustment arising from Vendor's performance outside the scope of Services without a written contract amendment.

ARTICLE 3. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall be July 01, 2014 or from the date signed by the last party to sign this Agreement through June 30, 2015.

- 3.2. Renewal Options.** This contract cannot be renewed if originally made by the following exceptions to competitive selection requirements: (i) a small purchase, (ii) an emergency purchase; (iii) or a contract for professional and artistic services under \$20,000 for a term of one year or less. This contract is non-renewable.
- 3.3. Termination for Cause.** A party that defaults in performance or commits a material breach of this contract (“defaulting party”) shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this contract without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.
- 3.4. Termination for Convenience.** University may terminate this contract for convenience after providing to Vendor prior written notice of at least 30 calendar days. This contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation to make payments under the contract.
- 3.5. Effect of Termination.** In the event of early termination for any cause, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for Services performed to the date of termination. University is not obligated to pay Vendor for Services until Vendor provides all Work Product. Vendor must comply with University’s instructions to either destroy or return to University all information previously furnished to Vendor.

ARTICLE 4. COMPENSATION

- 4.1. Compensation.** University shall pay Vendor compensation at the rate of \$1,157.00 per commuter student (no lodging provided) and \$2,344.00 per residential student (lodging and meals provided for the duration of the BCO) for Services performed to University’s reasonable satisfaction. University shall reimburse Vendor in accordance with University policy for expenses not included in the compensation rate only if preauthorized by University’s representative. Expenses shall be reimbursable only if submitted with all supporting documentation reasonably required by University. University’s obligation for total compensation, including authorized expenses, shall not exceed \$295,344.00 unless approved by written amendment to this contract in accordance with University policies.

4.2. Billing and Payment. In order to be paid, Vendor must submit a proper invoice or bill in duplicate to University's Technical Representative no more frequently than monthly. A proper bill must include: itemized detail, invoice number, invoice date, invoice amount, remittance address and the University purchase order number. University will either approve the bill for payment, or deny a bill with defects, within 90 days of its receipt. University will assign a new date of receipt to a bill resubmitted in proper form. University will pay interest at the rate of 1% a month on approved bills not paid within the 90-day period. University will not pay interest of \$5 or less and may apply discounts before payment.

4.3. Withholdings. University may withhold or may void any invoice to the extent University deems necessary to protect University from loss due to Vendor's: (a) unsatisfactory performance; (b) failure to pay subcontractors; (c) damage to University property; or (d) incomplete, inaccurate or unauthorized billing. University may withhold final payment until Vendor has performed all Services to University's satisfaction.

4.4. Price Adjustments upon Renewal. If renewals are permitted, Vendor must notify University at least 60 calendar days prior to contract expiration of any changes to rates and price schedules based upon Vendor's original quotation or response to solicitation. The parties will reflect any rate/price changes in a contract amendment.

ARTICLE 5. NOTICES

5.1. Delivery. 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.

5.2. Directing Notices. Vendor shall direct all general notices or matters of contract interpretation to University Contract Representative and notices involving technical or scheduling issues to University's Technical Representative. Vendor must include University's contract number or relevant purchase order number in any notice.

University Contract Representative	Vendor Contract Representative
Ken Burger Purchasing Division 1817 S. Neil St. Suite 212 Champaign, Illinois 61820	Neil Williamson Sangamon County Sheriff's Department One Sheriff's Plaza Springfield, Illinois 62703 Telephone: 217-753-6880

Telephone: 217-300-9197 Facsimile: 217-239-6893 Email: kburger@uillinois.edu	Email: jb1000@co.sangamon.il.us
University Technical Representative	
Sherry Holzner 217-333-7791 sholzner@uillinois.edu	
University Legal Notices	
Board of Trustees of the University of Illinois 352 Henry Administration Building, MC-350 506 South Wright Street Urbana, Illinois 61801	

ARTICLE 6. INSURANCE

Unless exempt by law, Vendor shall maintain the insurance coverages set forth below and shall provide evidence of such coverage to University's Contract Representative upon request. Vendor shall ensure that all subcontractors comply with the same insurance requirements. Failure to comply with the insurance requirements constitutes a material breach of this contract. With respect to the Commercial General Liability Insurance, Vendor shall name the Board of Trustees of the University of Illinois as an additional insured. In order to meet this requirement, wording substantially similar to the following must appear on the Certificate of Insurance: *The Board of Trustees of the University of Illinois is an additional insured for any liability incurred by the University arising out of the activities of Vendor/Contractor and any of its subcontractors.* Vendor shall ensure that the relevant P.O. or Contract Number is indicated on the Certificate of Insurance.

Workers' Compensation, including <ul style="list-style-type: none"> • Occupational Diseases • Coverage A • Coverage B <input type="checkbox"/> Check if "sole proprietor" and Workers' Compensation (Coverage A&B) are not applicable.	minimum Illinois statutory limits minimum \$500,000 E.L. each disease minimum \$500,000 E.L. each employee minimum \$500,000 E.L. policy limit
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<p>NOTE: If company is in the construction business, trucking business operating at a construction site, or other hazardous occupation, 820 ILCS 185 of the Illinois Combined Statutes requires that even "sole proprietors" MUST obtain insurance.</p>	
<p>Commercial General Liability (occurrence coverage, and contractual liability may be satisfied by umbrella liability insurance)</p>	
<ul style="list-style-type: none"> • Each Occurrence • General • Products-Completed Operations • Personal & Advertising Injury • Fire Damage Legal Liability 	<p>minimum \$1 million</p> <p>minimum \$2 million aggregate</p> <p>minimum \$2 million aggregate</p> <p>minimum \$1 million</p> <p>minimum \$100,000</p>
<p>Auto Liability (either personal or commercial as applicable)</p>	
<ul style="list-style-type: none"> • Combined single limit <p>OR</p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>minimum \$1 million per accident</p> <p>minimum \$1 million</p> <p>minimum \$1 million</p>
<p>Professional Liability (errors and omissions/medical malpractice)</p>	
	<p>minimum \$1 million per occurrence</p> <p>minimum \$3 million aggregate</p>
<p>A claims-made policy that is either replaced or not renewed must have an extended reporting period of not less than two years. Lapses in coverage during the contract term will constitute a material breach.</p>	

ARTICLE 7. INDEMNIFICATION

Vendor shall fully indemnify University and its Trustees, officers, employees, agents ("University Indemnitees") against all liabilities, losses, costs, and expenses (including reasonable attorney fees) arising from any injury or death or loss of or damage to property for which University Indemnitees become liable as a result of the acts and omissions of Vendor and Vendor's subcontractors.

ARTICLE 8. SUBCONTRACTS

Vendor shall provide an attachment listing all known or anticipated subcontracts with an annual value of \$25,000 or more. The attachment shall include the proposed value of each subcontract and the name and address of the subcontractor. Vendor shall not subcontract any portion of the Services without University's prior written permission and shall promptly notify University of any proposed change in subcontractors, together with all relevant information requested by University.

ARTICLE 9. CONFIDENTIALITY

9.1. General. Vendor must treat all information relating to this contract as confidential ("University Information"). Unless required by law, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than in performing the Services except as authorized in advance in writing by University.

ARTICLE 10. RIGHTS IN WORK PRODUCT

- 10.1. Title to Work Product.** Title to all Work Product made under this contract vests in University upon delivery by Vendor. University shall have the exclusive right to use Work Product for any purpose without further obligation to Vendor. Vendor represents that Work Product is original and does not infringe on third party rights. Vendor will not place any restrictive markings upon Work Product.
- 10.2. Pre-Existing Rights.** University shall not claim any interest in Vendor's materials, products, inventions or know-how existing prior to formation of this contract. Vendor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works and perform, as the case may be, any pre-existing materials, products, inventions or know-how delivered by Vendor to University under this contract.
- 10.3. Third Party Property.** Vendor shall not incorporate into the Work Product any third party property without University's prior written authorization. If University permits Vendor's use of third party property in the Work Product, Vendor must obtain for University a license at no cost to University that will enable University to use the Work Product without restriction. Vendor shall defend and indemnify University against all third party claims for infringements related to the Work Product unless otherwise expressly agreed by University in writing.

ARTICLE 11. RECORDS AND AUDIT

11.1. Right of Inspection. University may reasonably inspect Vendor's premises, facilities, equipment, and investigate the business reputation and other qualifications of Vendor and any of Vendor's subcontractors throughout the term of this contract.

11.2. Litigation Hold Order Compliance. Vendor shall, and shall cause Vendor's employees and subcontractors to, fully comply with any litigation hold order issued by University in anticipation of third party litigation relating to this contract. Vendor shall promptly retrieve, recover, preserve, and retain and, subject to legal privileges, deliver any information and documents, in any format, covered by a litigation hold order.

ARTICLE 12. GENERAL TERMS

12.1. Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.

12.2. Amendments. No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.

12.3. Assignment. Neither party may assign its obligations under this contract without the prior written consent of the other party.

12.4. Authorized Signatories. The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

12.5. Choice of Law. This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.

12.6. Compliance with Laws. YOU shall perform YOUR obligations in compliance with all relevant laws governing YOUR performance. Breach of this provision constitutes a material breach of this contract.

12.7. Counterparts/Facsimile Signatures. This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

12.8. Excluded Parties. YOU certify that neither YOU nor any of YOUR directors, officers, employees, agents or subcontractors who may provide services pursuant to this contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. YOU shall provide University immediate written notice if YOU learn that this certification was erroneous when made or if YOU or any of YOUR Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. YOU further certify that neither YOU nor any of YOUR Agents is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. University may terminate this contract immediately without any penalty to University if either of these certifications was erroneous when made and/or becomes no longer valid during the term of this contract.

12.9. Force Majeure. A party is excused from performing its obligations under this contract 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, government actions, and acts or omissions of third parties. 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.

12.10. Headings. Headings in this contract are intended only to assist with readability and are not substantive.

12.11. Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.

12.12. Integration. This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

Attachments include:

- Exhibit A - State Clauses and Certifications
- Exhibit B - Financial Disclosures & Conflicts of Interest
- Exhibit C – Business Associate Agreement
- Exhibit D – (federal clauses)
- Other:

12.13. Jurisdiction. Any claims against University must be filed in accordance with the Illinois Court of Claims Act.

12.14. Severability. If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.

12.15. Sovereign Immunity. By entering into this contract, University does not waive the sovereign immunity or any other defenses and immunities afforded to it by Illinois and federal law.

12.16. Use of Name. YOU shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

12.17. Waiver. The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

This contract shall not be binding until signed by all parties.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

SANGAMON COUNTY SHERIFF'S OFFICE - COUNTY OF
SANGAMON

By: Neil M. Williamson

By: _____
Walter K. Knorr, Comptroller

Printed: Neil M. Williamson

Title: Sheriff

Date: Aug. 21, 2014

Approved as to legal form by LMP on 5/16/12