

Whereas, the Sangamon County Sherriff's Department provides a two-hundred (200) hour Basic Correctional Officer Course known as the Police Training Institute (PTI), and

Whereas, the University of Illinois agrees to compensate Sangamon County at the rate of \$1,177.00 per commuter student and \$2,384.00 per residential student up to \$300,384.00 total compensation, and

Whereas, the PTI Fund, has a five (5) year ending fund balance average of \$75,069.00,

NOW, THEREFORE, BE IT RESOLVED, by Members of the Board of Sangamon County, Illinois, in session this 14<sup>th</sup> day of July, 2015, hereby grants the Sangamon County Sheriff to execute a contract for Procurement of Services between the Board of Trustees of the University of Illinois and the Sangamon County Sheriff's Department for the period July 1, 2015 through June 30, 2016.

Sheriff Wes Barr  
Department Head/Elected Official

James [unclear] Chairman

Tom E. Krey Member

Patie Sheehan Member

[unclear] Member

[unclear] Member

[unclear] Member

[unclear] Member

\_\_\_\_\_ Member

[unclear] Member

\_\_\_\_\_ Member

**RECEIVED**  
2660

**FILED**

JUN 16 2015

JUN 17 2015

Andy Goleman  
SANGAMON COUNTY AUDITOR

Don [unclear]  
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, 2015 or from the date signed by the last party to sign this Agreement through June 30, 2016.

- 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 \$1,177.00 per commuter student (no lodging provided) and \$2,384.00 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 \$300,384.00 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	William Strayer County of Sangamon (Illinois) Sangamon County Sheriff's Department One Sheriff's Plaza Springfield, Illinois 62703

Telephone: 217-300-9197. Email: kbarger@uillinois.edu	Telephone: 217-753-6887 Email: WS1493@co.sangamon.il.us
<b>University Technical Representative</b>	
Sherry Holzner 217-333-7791 sholzner@illinois.edu	
<b>University Legal Notices</b>	
Board of Trustees of the University of Illinois 352 Henry Administration Building, MC-350 506 South Wright Street Urbana, Illinois 61801	

**ARTICLE 6. INSURANCE**

University acknowledges that Vendor is a public body which is self-insured as to general liability and automobile liability. Vendor agrees that during all times this contract is in effect Vendor will maintain the types of self-insurance coverage at or above the dollar values shown on the Certificate of Liability Insurance form dated 12/05/14 and attached hereto. Vendor further agrees to maintain workers compensation insurance for Vendor’s employees in the amounts and types as required by Illinois law at all times this contract is in effect.

**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 in the performance of this contract.

**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.

9-6

**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)
- Attachment I: Insurance Certificate

**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.



9-9

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

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

**COUNTY OF SANGAMON (ILLINOIS) – SANGAMON  
COUNTY SHERIFF’S DEPARTMENT**

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

By: \_\_\_\_\_  
Walter K. Knorr, Comptroller

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RW Troxell & Company 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	<b>CONTACT NAME:</b> Christina Taylor <b>PHONE (A/C, No, Ext):</b> (217) 528-7533 <b>E-MAIL ADDRESS:</b> ctaylor@rwtroxell.com	<b>FAX (A/C, No):</b> (217) 528-1041
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> County Of Sangamon %Paul Palazzolo County Building Springfield IL 62701	<b>INSURER A:</b> Miscellaneous Companies-SIR	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1412507828      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		SCSITO 28	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Self Funded Liability					PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> Incl Professional				GENERAL AGGREGATE \$ 2,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				\$	
A	AUTOMOBILE LIABILITY		SCSITO 28	12/15/2014	12/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
					\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  John Hester/TAYLOR