

UNIVERSITY OF ILLINOIS  
Chicago Springfield Urbana-Champaign

This form is valid only for agreements under \$10,000  
(other than healthcare related services)

**Agreement between  
The Board of Trustees of the University of Illinois and**

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 AFTL/Pharmaceutical Sciences

on the Chicago campus ("University") and the Village of Orland Park  
, a(n) Illinois Government Entity with a principal office located at  
14700 S. Ravinia Ave., Orland Park, IL 60462 ("Client").

**Article 1: Purpose**

Client desires to engage the expertise of University to perform certain services as described below, and University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

**Article 2: Scope of Services**

**2.1 Services to Be Performed.** University shall perform the following "Services":  
Preliminary testing and analysis of human blood or urine samples for the presence/absence of:

- 1) Standard drugs of abuse: PCP (Phencyclidine); Cocaine; Opiates – including but not only heroin, codeine, hydrocodone, hydromorphone, oxycodone, oxymorphone and morphine; Cannabinoids; Amphetamines – including but not only amphetamine, methamphetamine, MDA and MDMA;
- 2) Additional drugs (Specials): Barbiturate class of drugs, Benzodiazepine class of drugs; Hallucinogens; synthetic cannabinamimetic drugs; bath salts (the cathinone class). Dilution testing for creatinine levels will be included on request.
- 3) Volatile substances in blood: to include methanol, ethanol, iso-propanol, acetone and various inhaled gaseous intoxicants.
- 4) Cannabinoid quantitation: Includes Tetrahydrocannabinol (THC) and two main metabolites (Hydroxy-THC and Carboxy-THC (Carboxy-THC is qualitative only)).

Confirmation and quantitative testing to identify substances is available; please see attached fee schedule.

Court support and testimony will be provided at \$150/hour for time spent in the courthouse plus a travel fee based on location.

-All phone support is provided free of charge.

-Pre-trials that take place off-site from the AFTL will have the same fee structure as testimony. Pre-trials that take place on-site (at the AFTL) will be provided free of charge.

Client shall provide shipping materials and will cover the costs of standard UPS/FedEx delivery.

**2.2 Client-Owned Deliverables.** As part of the Services, University shall deliver to Client the following "Deliverables". Include all agreed upon specifications, timetables, and milestones for delivery, and any reimbursable expenses to be incurred by the University that Client will hereinafter own.

Client will receive, within 21 business days, an electronic report listing the samples and the presence or absence of drugs.

Probation testing samples will be maintained for six months; at that time, probation samples will be destroyed or returned to client, at client's expense.

DUI samples will be returned after six months. Agencies with DUI samples will be contacted prior to the return of their submitted samples.

Agencies may contact the lab for earlier return of the samples if so desired.

**2.3 University-Owned Deliverables.** As part of the Services, ownership of the following shall remain vested in the University. Include all agreed upon specifications, timetables, and milestones for delivery, and any reimbursable expenses to be incurred by University for which University will retain ownership.

N/A

### **Article 3: Term and Termination**

**3.1 Term.** This Agreement shall not be binding until it is signed by both parties. The term of this Agreement shall commence on the "Effective Date" which shall be

☐ January 1, 2020 through June 30, 2021.

**3.2 Renewal Options.** The parties may renew this Agreement only by mutually signed written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed 10 years and the total value shall not exceed \$9,999.99. The parties may adjust compensation rates at time of renewal.

**3.3 Termination for Cause.** A party that defaults in performance or commits a material breach of this Agreement ("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 Agreement 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.** 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 University 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 pay University compensation at the rate of

See attached 2020 fee schedule for all Services performed and Deliverables provided.

**4.1a Fee Schedule Adjustment.** Client hereby acknowledges and agrees that University may adjust the fee schedule each calendar year, and Client shall be invoiced per the fee schedule in effect at the time services are provided.

**4.2 Payment Schedule.** Client shall pay University according to the following schedule:  
Net 30 days

**4.3 Remittance Instructions.** University will submit an invoice to Client for Services performed, including any allowable reimbursable expenses incurred on a(n) monthly basis. Within 30 days of its receipt of Invoice, Client will remit the total due to University at the address

indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

**4.4 Late Payments.** University will assess a Late Payment Charge of 1.5% per month (18% per annum), plus at \$2 Past Due charge per month, on all past due balances, University may refer Client's past due account for collection or 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. Client's payment obligations are governed by the Illinois Local Government Prompt Payment Act.

**4.5 Suspension of Services.** University may suspend performance of Services upon five (5) days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

## **Article 5: Liability and Warranty**

**5.1 DISCLAIMER.** University makes no representations, and disclaims all warranties, expressed or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all services, deliverables, goods, and facilities furnished to Client under this agreement.

**5.2 Limitation of Liability.** University 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 University had been advised of the possibility of such damages. University's liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed and Deliverables provided.

**5.3 Warranty and Liability.** Client guarantees and warrants to University that no material or information provided to University includes any legally actionable, libelous or otherwise unlawful statements or information. Client shall be responsible for all claims and liabilities arising out of any legally actionable, libelous or other unlawful statements or information contained in data furnished to University by Client incidental to the performance of the Services by University.

## **Article 6: Insurance**

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim or occurrence and \$3 million aggregate. Each party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Upon request and within seven days each party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Article 6.

## **Article 7: Rights in Work Product**

Title to existing intellectual property used by University in performing the Services and creating the Deliverables shall remain vested in the original owner. Title to all intellectual property conceived or created by University employees and agents in performing the Services and creating the Deliverables shall vest in University. Title to all tangible and intangible property conceived or created by University employees and agents in performing the Services and creating the Deliverables shall vest in University unless specifically identified as "Client-owned" under Section 2.2. In such event, title to all such tangible and intangible property shall vest in Client upon delivery by University.

## **Article 8: Third Party Intellectual Property Rights**

Client guarantees and warrants to University 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 third party intellectual property rights required to perform the Services or to create the

Deliverables. Client shall indemnify University and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to University for its use in performing this 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, 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.

**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 University's name or protected marks for any commercial purpose without University's 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. The University 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.

### **University Representative**

Name: Randi Zillmer

Title: Business Manager

### **Client Representative**

Name: Joseph P. Mitchell

Title: Deputy Chief of Police

Address: 833 S. Wood Street, Room 335

City/State/Zip: Chicago, IL 60612

Phone: 312-996-7248

E-mail: randiz@uic.edu

Address: 14700 S. Ravinia Ave.

City/State/Zip: Orland Park, IL 60462

Phone: 708-364-8106

E-Mail: jmitchell@orlandpark.org

**9.15 Choice of Law.** This Agreement shall be interpreted by application of Illinois law without regard to its conflicts provisions.

**9.16 Integration.** This Agreement with its 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**

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

Avijit Ghosh, Comptroller Date

\_\_\_\_\_  
Date

Signature Date

George Koczvara

Type or Print Name

Village Manager  
Title

Pre-approved for legal form by (LTI 8/17/2015).  
Changes to template require University Counsel and OBFS approval.