

CLERK'S CONTRACT and AGREEMENT COVER PAGE

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Contract Type:

Contractors Name:

Contract Description:

UNIVERSITY OF ILLINOIS

URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND VILLAGE OF ORLAND 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 Biopharmaceutical Sciences on the Chicago campus ("University"), and Village of Orland Park, a(n) Government Entity with a principal office at 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 ("Client").

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.

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)).

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

2.3 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.

2.4 Client shall provide shipping materials and will cover the costs of standard USPS/UPD/Fedex delivery.

2.5 **Client-Owned Deliverables.** As part of the Services, University shall deliver to Client the following "Deliverables":

Client will receive, within 14 business days, an electronic report listing the samples and the presence or absence of drugs. University will keep samples for six (6) months; at that time, the samples will be destroyed or returned to client, at client's expense.

2.6 **University-Owned Deliverables.** As part of the Services, ownership of the following shall remain vested in the University:

NA

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 the later of March 23, 2017 or the last signature date appearing below, and shall expire on March 22, 2018.

3.2 Renewal Options. The parties may renew this Agreement only by mutually signed written amendment in accordance with Section 9.7. The parties may adjust compensation rates at time of renewal.

- 3.3 **Termination for Cause.** In the case of material breach by either party, the non-defaulting party may terminate this Agreement at any time upon written notice if the breaching party fails to cure the breach within 10 days after receipt of written notice.
- 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.

4 **COMPENSATION.**

- 4.1 **Rate of Compensation.** Client shall pay University compensation per the rates set forth attached "AFTL DUI (includes fatalities) Drug Testing Information and 2017 Fee Schedules" for a maximum total payment of \$9,999 for all Services performed and Deliverables provided.
- 4.2 **Payment Schedule.** Client shall pay University according to the following schedule:
Client shall pay within sixty (60) days of receipt of invoices from University.
- 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 may remit the total due to University at the address indicated on the invoice. Payment may also be made electronically by ACH: *JPMorgan Chase Bank, NA, 10 South Dearborn Street, Chicago, IL 60603, ABA/Routing No. 0171000013 (US only), Account Title: The Board of Trustees of the University of Illinois, Account Number 11-12201, Reference: UIC AFTL* 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 a \$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 any attorney's fees and court costs.
- 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.

5 **LIABILITY AND WARRANTY.**

5.1 DISCLAIMER. University makes no representations, and disclaims all warranties, express 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.

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 (7) days each party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Article 6.

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.

8 **THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.**

Client guarantees and warrants to University that it has all necessary intellectual property rights in any proprietary materials 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.

9 **GENERAL PROVISIONS.**

9.3 **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.

9.4 **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.

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

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

9.7 **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.

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

- 9.9 **Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.
- 9.10 **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.
- 9.11 **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.
- 9.12 **Non-Exclusivity.** This Agreement is non-exclusive. The University may perform the same or similar services for other clients.
- 9.13 **Counterparts/Facsimile Signatures.** This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
- 9.14 **Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.
- 9.15 **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:

Randi Zillmer

Biopharmaceutical Sciences

833 S. Wood Street (MC865)

Chicago, IL 60612

312-996-7248

randiz@uic.edu

Client Representative:

Village of Orland Park

Deputy Chief Joseph Mitchell

14700 S. Ravinia Avenue

Orland Park, IL 60462

(708) 364-8106

jmittell@orlandpark.org

- 9.16 **Choice of Law.** This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.
- 9.17 **Integration.** This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.
- 9.18 **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.

{Remainder of page intentionally left blank; signature page follows.}

11/11/11

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: Benedetta Rosmore
Walter K. Knorr
Walter K. Knorr, Comptroller

Unit Head for Comptroller

Unit Head Printed Name

Date: _____

VILLAGE OF ORLAND
PARK

By: [Signature]

Printed: Joseph S. LaMargo

Title: Assistant Village Manager

Date: March 24, 2017

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

AFTL DUI (includes fatalities) Drug Testing Information and 2017 Fee Schedules

All drug confirmations will be performed at the UIC Analytical Forensic Toxicology Laboratory (AFTL) using LC/MS/MS instrumentation; this type of confirmatory test searches for the specific compound indicated, which eliminates the possibility of cross-reactivity from another compound.

Our quantitative procedures are reported with a 99% Measurement Uncertainty (MU) unless otherwise noted.

Normal turn-around time is within 14-21 business days for qualitative testing only; rush results are available for an additional charge and not all testing may be able to be rushed. The agency will be contacted if a rush is requested. Quantitative testing may delay the issuance of a report. The agency will be contacted if any delay is expected.

Pricing is based upon the testing requested:

Cannabinoid quantitation:

- \$150/sample for quantitation in either blood or urine.
- Includes Tetrahydrocannabinol (THC) and two main metabolites (Hydroxy-THC and Carboxy-THC. Carboxy-THC is qualitative only).

Blood volatile testing:

- \$75/sample for quantitative volatile testing.

Blood drug testing:

- \$150/sample with one quantitative test included. Each additional quantitative test requested is \$50.
- Volatile quantitative analysis included.

Urine drug testing:

- \$75/sample for qualitative confirmation only. Note: only cannabinoids will be quantitatively tested for in urine.

Blood and urine testing:

- \$150/sample qualitative confirmation only. Each quantitative test requested is \$50.
- Samples will have the blood quantitatively tested for volatiles and the urine qualitatively tested for drugs.

Rush requests:

- Rush requests will require an additional \$25/case. Only volatile analysis and one drug will be analyzed and released on a rush report within 24 hours. A supplemental report will be issued at a later date with the full testing if desired.

Court support and testimony:

- \$150/hour fee for time spent in the courthouse plus a location-based travel fee.
- All phone support is provided free of charge.
- Pre-trials that take place off-site will have the same fee structure as testimony. Pre-trials that take place on-site (at the AFTL) will be provided free of charge.

- The travel fees are flat rates based on location:
 - Courthouses north of I-80 are \$100
 - Courthouses south of I-80 but north of I-72 are \$200

 - Courthouses south of I-72 are \$300

<i>Contacts:</i>	Dr. Karl Larsen	Ms. Jennifer Bash
<i>Phone:</i>	312-996-2250	312-413-0136
<i>Email:</i>	larsena@uic.edu	jbash2@uic.edu

