

Agreement
#378

Clerk's Contract and Agreement Cover Page

Year: 2008-2010

Legistar File ID#: 2007-0781

Multi Year: ☒

Amount \$7,500.00

Contract Type:

Professional Services

Contractor's Name:

Lisa O'Toole

Contractor's AKA:

Execution Date:

10/1/2007

Termination Date:

9/30/2010

Renewal Date:

9/30/2008

Department:

Media & Special Events

Originating Person:

Patty Vlazny

Contract Description: Professional Services for Video Production/Hosting
Cable Program



Thursday, January 03, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

January 3, 2008

Mrs. Lisa E. O'Toole
14126 South 86th Place
Orland Park, Illinois 60462

RE: *Production and Hosting Village Cable Program*

Dear Lisa:

Enclosed is your copy of the signed three - year contract for Production/Host of the Village of Orland Park Cable program. Please contact Patty Vlazny at 708-403-6145 regarding this contract.

The Village has processed Purchase Order #046407 for this contract/service. This number should be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Vlazny



December 20, 2007

Mrs. Lisa E. O'Toole
14126 South 86th Place
Orland Park, Illinois 60462

NOTICE OF AWARD – PRODUCING & HOSTING VILLAGE CABLE PROGRAM

Dear Mrs. O'Toole:

This notification is to inform you that on December 17, 2007, the Village of Orland Park Board of Trustees approved awarding Lisa O'Toole the contract for production assistance and hosting the Village's monthly cable television show for an annual amount not to exceed Seven Thousand Five Hundred and No/100 (\$7,500.00) dollars for fiscal year 2007/08, with automatic renewal for two additional years.

Attached is the Contract for production assistance and hosting the Village's monthly cable television show. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462 by January 11, 2008. You will be issued a *Notice to Proceed* letter and a purchase order upon receipt in my office of the signed contracts. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Vlazny

VILLAGE OF ORLAND PARK
(Consultant-Independent Contractor Agreement)

This Contract is made this **1st day of October, 2007** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Lisa E. O'Toole (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
The Terms and Conditions
The Proposal submitted by Contractor on December 12, 2007 to the extent it does not conflict with this contract.

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Provide professional services for video production of VILLAGE events and programs; Producing and hosting the VILLAGE's monthly cable television program and special programs as deemed necessary by the VILLAGE's Media Relations Office; Program content is to be determined by the VILLAGE's Media Relations Division and final production is subject to the VILLAGE's approval

(hereinafter referred to as the "WORK"). These services are to be provided by Contractor as an independent contractor and not as an employee of the Village. Contractor represents that all employees utilized by Contractor are fully trained. Contractor understands that no training will be provided by the Village. In performing its obligations pursuant to this Agreement, Contractor will do nothing that could adversely affect the goodwill or reputation of the Village.

The VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local

Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

- Five Hundred and No/100 (\$500.00) Dollars per 30-minute production for shows produced during 2007-2008 fiscal year for an annual total not-to-exceed Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars.
- For Fiscal Year 2008-2009, Five Hundred Fifty and No/100 (\$550.00) Dollars per 30-minute production
- For Fiscal Year 2009-2010, Five Hundred Fifty and No/100 (\$550.00) Dollars per 30-minute production

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence October 1, 2007 and continue throughout the year until final completion on September 30, 2008, with automatic annual renewal at the sole discretion of the Village of Orland Park for the years 2008-2009 and 2009-2010 at the above stated rates. This Contract shall terminate upon completion of the WORK or September 30, 2010, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, Contractor shall be an independent contractor hereunder and neither Contractor nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of Village. Neither Village nor Contractor shall have any right to act on behalf of or bind the other party for any purpose. Contractor shall be free at all times to arrange the time and manner of performance of the Services. As an independent contractor, the mode, manner, method and means used by Contractor in the performance of Services shall be of Contractor's selection and under the sole control and direction of Contractor. Contractor shall be responsible for all risks incurred in the operation of Contractor's business and shall enjoy all the benefits thereof. Contractor is not obligated to perform services personally but is free to retain employees to perform services pursuant to this Agreement. Contractor shall determine the time and place of the performance of its obligations pursuant to this Agreement and the attached proposal; provided however, that Contractor shall achieve the results set forth in the Schedule within the time period set forth in Section 4; and provided further that if Contractor determines that services should or must be performed on Village premises, Village shall not be obligated to alter its normal hours of operation. The Contractor expressly acknowledges that its employees shall not be entitled to worker's compensation, vacation, health, accident or life insurance or to any pension, profit-sharing or savings plan, and the Contractor agrees to indemnify and hold harmless the Village from any claim that Contractor or its employee is entitled to such benefits.

SECTION 6: INDEMNIFICATION AND INSURANCE: With respect to services performed by the Contractor on the premises of the Village, the Contractor agrees to the fullest extent permitted by law to indemnify and hold harmless the Village, its trustees, directors, officers, agents and employees against any and all claims, suits, actions, demands or losses against Village and pay all costs (including costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the Contractor, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Agreement by the Contractor, whether by negligence or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 7: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Lisa E. O'Toole
Communications Consultant
14126 South 86th Place
Orland Park, Illinois 60462
Telephone: 708-590-6025
Facsimile:
e-mail: ledo825@comcast.net
SSN/Tax ID # _

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 11: COMPANY PROPERTY: Upon expiration of this Agreement or termination for any reason, Contractor will forthwith deliver and assign to the Village all the results performed by Contractor pursuant to this Agreement including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the Village or its business affairs or products, including all copies thereof in the Contractor's possession, whether prepared by the Contractor or others, and all other property of the Village in the Contractor's possession, including keys and access or security cards providing access to Village facilities or equipment. In the absence of permission by the Village, the Contractor will not at any time during the term or after termination of this Agreement reveal, divulge or make known to any person outside the Village's business organization, or use for the Contractor's own account, any secret, confidential or proprietary information concerning the Village or its business, affairs or products (whether developed in whole or in part by the Contractor's efforts). The Contractor will at no time, either during the term or after termination of this Agreement make any use of any such information except for the benefit of the Village.

SECTION 12: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 13: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: Ellen J. Baer

Print Name: Ellen J. Baer

Its: Interim Village Manager

Date: 1/2/08

FOR: THE CONTRACTOR

By: Lisa E. O'Toole

Print Name: Lisa E. O'Toole

Its: _____

Date: December 21, 2007

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

LISA E. O'TOOLE
COMMUNICATIONS CONSULTANT

14126 South 86th Place

Orland Park, IL 60462

708-590-6025

ledo825@comcast.net

Production/Host Proposal for "The Orland Park Village View"

Services to consist of:

- Professional pre-production, including: planning, selection/preparation of interview subjects, and site selection.
- Preparation of thoughtful interview questions.
- Interviewing guests on camera for insertion into program.
- Consultation with village's Media Relations Division to ensure quality programming.
- Assistance with any post production work as deemed necessary by the village's Media Relations Division.

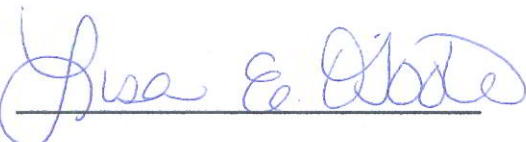
Professional Fee:

Professional fee of \$500.00 per 30 minute production for shows produced during the 2007-2008 fiscal year.

Professional fee to increase to \$550.00 per 30 minute production upon renewal for fiscal year 2008-2009.

Professional fee to remain \$550.00 per 30 minute production upon renewal for fiscal year 2009-2010.

This proposal is renewable annually through fiscal year 2009-2010 at the sole discretion of the Village of Orland Park.

By: 

Lisa E. O'Toole

Date: December 12, 2007