



ORDINANCE NO. 1859-18

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT—NORTHERN ILLINOIS UNIVERSITY

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same, are hereby authorized and directed to execute an Agreement with Northern Illinois University, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

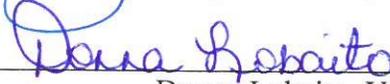
The foregoing Ordinance was adopted on June 25, 2018 by a roll call vote as follows:

AYES: Kaiser, Kosik, Pless, Corrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: June 25, 2018

APPROVED: June 25, 2018

AGREEMENT

THIS AGREEMENT is made between the Board of Trustees of Northern Illinois University, hereinafter called the "UNIVERSITY," with principal offices at Sponsored Programs Administration, 203 Lowden Hall, DeKalb, Illinois 60115-2828, and the Village of Hawthorn Woods, hereinafter called the "SPONSOR," with principal offices at 2 Lagoon Drive, Hawthorn Woods, Illinois 60047.

WITNESSETH:

WHEREAS, the SPONSOR and the UNIVERSITY (the parties) desire to enter into an agreement pertaining to a Project in accordance with the Statement of Work in Appendix A (nothing attached); and

WHEREAS, the project is to be funded by the SPONSOR and carried out by the UNIVERSITY under the terms and conditions specified herein; and

WHEREAS, the performance of such project is of mutual interest to the SPONSOR and the UNIVERSITY, and is consistent with the instructional, scholarship and research objectives of the UNIVERSITY as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. STATEMENT OF WORK

The UNIVERSITY agrees to use reasonable efforts to perform the project as described in the Statement of Work, which is incorporated herein and attached as Appendix A. These efforts are hereinafter called the "Project." The UNIVERSITY shall perform this effort consistent with reasonable standards of professionalism applied in related fields.

2. STUDENT INTERN

A Student Intern will be selected by the UNIVERSITY and the SPONSOR for performance of the Project. The Student Intern will devote an average of 20 hours per week to the project to perform projects as assigned and determined by the sponsor over the Period of Performance specified below. If for any reason the selected Student Intern withdraws from serving as Student Intern, or the UNIVERSITY or SPONSOR become dissatisfied with the performance of the Intern, the UNIVERSITY and the SPONSOR shall endeavor to agree upon a successor Student Intern or shall terminate this Agreement in the manner provided in

Paragraph 8 entitled Termination.. The UNIVERSITY and the SPONSOR agree to notify the other party in writing regarding attendance or other concerns relating to the Student Intern's performance. The SPONSOR shall designate an on-site supervisor who will be responsible for reporting and receiving reports of attendance or other performance concerns to/from the UNIVERSITY Programmatic Contact.

3. PERIOD OF PERFORMANCE

The work shall be performed during the period from August 16 2018 through May 15, 2020. This date may be extended under the same terms or such other terms as may be mutually agreed upon. The following time periods are recognized as times during which the Student Intern is not required to report during this Period of Performance:

4. PROJECT COST AND PAYMENT

The SPONSOR agrees to reimburse the UNIVERSITY a total of \$27,000.00 for the performance of this Project. Payments are to be made in accordance with the following schedule:

1. \$1,285.71 per month for 21 months

Checks are to be made payable to Northern Illinois University and sent to the below address by last day of each month:

Sponsored Programs Administration
Northern Illinois University
203 Lowden Hall
DeKalb, Illinois 60115-2828

The UNIVERSITY is not obligated to expend any other funds on the Project, and the SPONSOR is not obligated to pay the UNIVERSITY or the Student Intern in excess of the above stated amount.

6. PROJECT CONTACTS

The UNIVERSITY's contacts for matters relating to this Agreement are as follows:

Programmatic Contact:

Denise Burchard
Assistant to the Chair
Department of Public Administration
DeKalb, IL 60115-2828
dburchard@niu.edu
815-753-0183

Financial Contact:

Susan Gossman
Associate Director for Award Support
Sponsored Programs Administration
203 Lowden Hall
DeKalb, IL 60115-2828
grantsfiscal@niu.edu
815-753-1581

The SPONSOR's contacts for matters relating to the Agreement are as follows:

Site Supervisor/Programmatic Contact:

Name: Pamela Newton

Title: Chief Operating Officer

Department: Administration

Mailing address: 2 Lagoon Drive

Hawthorn Woods, IL 60047

Email: pnewton@vhw.org

Phone: (847) 847-3535

Financial Contact:

Kristin Kazenas

Chief Financial Officer

Finance

2 Lagoon Drive

Hawthorn Woods, IL 60047

kkazenas@vhw.org

(847) 847-3590

6. RIGHTS IN WORK PRODUCT

All original work product generated by the UNIVERSITY under this Agreement shall be owned by the SPONSOR. Notwithstanding the foregoing, the UNIVERSITY retains the right to publish, as detailed in Article 11.

7. INVENTIONS AND PATENTS

If the Project results in any new, patentable development, the parties shall negotiate disposition of such developments in good faith.

8. CONFIDENTIAL INFORMATION

- A. Each party to this Agreement agrees to treat Proprietary Information received from the other with the same degree of care with which it treats its own Proprietary Information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information.
- B. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:
 - (a) was known to the recipient prior to the disclosure hereunder;
 - (b) is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
 - (c) has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or
 - (d) is required to be disclosed by law.
- C. Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the conclusion of Period of Performance or termination in accordance with Paragraph 8.

9. TERMINATION

This Project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the SPONSOR, the UNIVERSITY will be reimbursed for all costs incurred and all non-cancellable commitments at the time of termination. In the event of termination by the UNIVERSITY, any unexpended or unobligated balance of funds advanced by the SPONSOR shall be refunded to the SPONSOR. The provisions of Articles 6, 7, 8, and 11 shall survive any termination of the Agreement.

10. USE OF THE NAME OF THE PARTIES

Neither the SPONSOR nor the UNIVERSITY shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the UNIVERSITY, such approval will be obtained from the Assistant Vice President for Research and Sponsored Programs.

11. PUBLICATION

The UNIVERSITY shall have the right to publish or otherwise disclose the results of this Project, provided that the Student Intern first provides the SPONSOR with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. The SPONSOR shall have thirty (30) days after the receipt of the publication or presentation to review it. The Student Intern shall modify said publication in order to comply with reasonable requests by the SPONSOR. Upon notice by the SPONSOR that the SPONSOR reasonably believes a patent application relating to an Invention should be filed prior to the publication or presentation, the SPONSOR can request the UNIVERSITY to delay and the UNIVERSITY agrees to delay submission of the publication or presentation for up to sixty (60) days from the date the SPONSOR so notifies the UNIVERSITY or until a patent application or applications are filed, whichever comes first.

UNIVERSITY internship criteria require the Student Intern to complete a capstone presentation and paper related to the Project. The SPONSOR's prior review of publications clause does not apply to the Student Intern's oral presentation of a capstone project, even if the subject of the capstone is related to an issue or problem identified by the SPONSOR. The publication of the final written capstone paper is subject to the prior review clause.

12. WARRANTIES

The university makes no representations or warranties, express or implied, regarding its performance under this agreement, including but not limited to the marketability, use or fitness for any particular purpose of the project results developed under this agreement, or that such results do not infringe upon any third party's property rights (but without prejudice to section 13 below).

13. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

To the fullest extent permitted by Illinois law, each party (the “Indemnifying Party” for purposes of this Section) shall indemnify, defend and hold the other party (the “Indemnified Party” for purposes of this Section) harmless from and against any claims, actions demands, suits, judgments, expenses, reasonable attorneys’ fees and legal costs, damages, liability or injuries, by and to the extent attributable to the Indemnifying Party, its agents’ or employees’: (a) negligence or intentional misconduct (b) breach of applicable laws and regulations; or (c) infringements of intellectual property rights of third parties.

Except for the parties’ obligations under this Section 13, neither party shall be liable or responsible for any indirect, consequential, punitive damages, loss of profits or business, whether or not foreseeable.

Nothing herein shall be construed as a waiver of any immunities that either party may assert in defense or response to any claims.

14. ASSIGNMENT

Neither party shall assign its rights under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, University hereby consents to the assignment of this agreement by Sponsor to any present or future wholly-owned affiliate of Sponsor or to any successor in interest of the entire business of Sponsor as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of Sponsor under this agreement.

15. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. This agreement is subject to all applicable rules and regulations of the Board of Trustees of Northern Illinois University and the laws of the United States and the State of Illinois. This Agreement shall not limit either party's right to assert any governmental immunities or defenses in any claims against other party.

16. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

**BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY**

By: 

Name: Kellie M. Dyslin
Title: Associate Director, Sponsored Programs
Administration

Date: 07/23/2018

SPONSOR

By: 

Name: Joseph Mancino
Title: Mayor

Date: June 25, 2018

EIN: 36-2726116
(If an EIN is not available, please attach W-9.)

APPENDIX A—SCOPE OF WORK



ADMINISTRATIVE INTERN

Classification: Part-Time - Contractual

Reports to: Chief Operating Officer

BASIC FUNCTIONS

Under the general supervision of the Chief Operating Officer, this is a part-time, non-exempt position intended to coincide with an individual's graduate study in the field of public administration, political science or a related field. This position will offer a unique opportunity to work directly with every department head in a variety of municipal functions.

This position assists in the development, implementation, and analysis of available data using variety of research tools to aid in the decision making of the organization. The administrative intern will also take part in meetings with elected officials, committees, senior staff, and employees from throughout the organization on a variety of projects.

MINIMUM QUALIFICATIONS

Education: Currently pursuing a Masters Degree in Public Administration from an accredited university.

Certification: Possesses a valid driver's license

PRINCIPAL DUTIES

- Assist with program evaluation including creation and administration of surveys, cost-benefit analysis, review of existing programs and services, and identification of areas of improvement.
- Assist in administering various Village or Department programs, resolve resident complaints, and ensure proper service provisions in accordance with contract or program specifications.
- Prepare a variety of written materials in draft and final form regarding ordinances, resolutions, contracts and presentations.
- Performs a variety of office tasks including answering the telephone and greeting the public in person.

- Participate on various committees such as special events and other department-specific committees.
- Assists with constituent services at the front desk including customer service, cash receipts processing and the collection of fees and issuance of Village stickers and licenses.
- Perform related tasks and projects as requested.

SKILLS, ABILITIES, AND EXPERIENCE

- Thorough knowledge of standard office practices, procedures, equipment, and office assistance techniques
- Possesses high levels of oral and written communication skills when working with employees, vendors and the public
- Ability to establish and maintain effective working relationships with co-workers, consultants, vendors, and the general public.
- Ability to type accurately at a reasonable rate of speed
- Ability to operate a variety of standard office computer equipment Microsoft Office Suite, Harris/MSI, Laserfiche and Activenet and electronic mail systems
- Ability to successfully complete multiple tasks simultaneously
- Ability to self-manage and take initiative without close supervision

PHYSICAL AND MENTAL REQUIREMENTS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Primarily sedentary office environment

Mobility: Walking, standing, climbing, or sitting for prolonged periods of time; occasional light lifting up to 20 pounds; must be able to perform basic physical tasks as associated with clerical demands, such as typing and filing

Vision: Visual acuity to perform office functions and operate office equipment

Miscellaneous: Must be willing to occasionally perform tasks and duties outside of designated position