

RESOLUTION NO. 2017-R20

**A RESOLUTION AUTHORIZING A CONTRACT
WITH SOUTHERN ILLINOIS UNIVERSITY OF EDWARDSVILLE**

WHEREAS, Edwardsville Township wishes to provide students of Southern Illinois University Edwardsville a valuable and practical learning experience in township government through a graduate assistantship program.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Edwardsville, Madison County, Illinois as follows:

SECTION 1: That the Board of Trustees of Edwardsville Township will enter into a contract with the Board of Trustees of Southern Illinois University to employ one graduate assistant through the Department of Public Administration and Policy Analysis from August 16, 2017 to December 31, 2017.

SECTION 2: That the Board of Trustees of Edwardsville Township will agree to pay a total of \$5,626.00.

Motion was made by TRUSTEE HALL, seconded by TRUSTEE SCHMIDT
that the Resolution be adopted and approved by 4 Ayes and 1 Nays.

**PASSED BY THE TOWNSHIP BOARD OF EDWARDSVILLE TOWNSHIP, MADISON
COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 25th OF JULY, 2017.**

ATTEST:



Township Clerk

APPROVED:



Township Supervisor

Edwardsville Township
INTERNSHIP CONTRACT
(2017)

AGREEMENT

This contract is made as of June 7, 2017 by and between the Board of Trustees of Southern Illinois University Governing Southern Illinois University Edwardsville, a body politic and corporate of the State of Illinois, hereafter called "SIUE," and Edwardsville Township hereafter called "Edwardsville Township".

SIUE and Edwardsville Township agree as follows:

1. The term of this contract is from August 16, 2017 through December 31, 2017.
2. SIUE agrees to:
 - a. Hire and pay one SIUE Public Administration and Policy Analysis graduate student, who will be qualified to perform the work described in the attached "Scope of Work." The graduate student/intern will be placed at Edwardsville Township as an intern in the Edwardsville Township department described in the attached "Scope of Work". SIUE shall manage all employment aspects of the graduate student/intern assigned to Edwardsville Township, including without limitation, compensation, taxes, tax withholdings, workers' compensation coverage and insurance.
 - b. Provide Twenty (20) hours per week by the graduate student/intern to perform work detailed in the attached "Scope of Work."
 - c. Award a tuition waiver to the graduate student/intern for the period of the contract.
 - d. Provide general faculty supervision of the graduate student/intern.
 - e. Bill Edwardsville Township a sum equal to the total cost set forth in the bid described in subsection 3a per the following invoice terms:
3. Edwardsville Township agrees to:
 - a. A fixed price agreement and shall pay SIUE a total of \$5626.00. Make payments to SIUE within 90 days following receipt of the invoices pursuant to subsection 2e.
 - b. Release SIUE from all liability relating to the quality and accuracy of the work by the graduate student/intern.

4. Contract Provisions:

- a. In the event that none of the graduate student candidates meet the qualification requirements detailed in the attached "Scope of Work", Edwardsville Township may withdraw from the program without liability or penalty and any payment made to SIUE will be reimbursed within 90 days.
- b. At Edwardsville Township's sole discretion, the assigned graduate student/intern may be terminated for non-performance of work-related responsibilities and/or unacceptable work attitudes. In the event that another satisfactory graduate student/intern cannot be found, Edwardsville Township will be reimbursed for the remainder of the contract on a pro-rated basis.

5. Other provisions:

- a. Anti-Bribery Clause. Edwardsville Township certifies that it is not barred from being awarded a contract or sub-contract under Section 50/5 of the Illinois Procurement Code (30 ILCS 500/50/5).
- b. Drug-Free Workplace. Edwardsville Township certifies that it will comply with the Drug-Free Workplace Act (30 ILCS 580) and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.
- c. Maintenance of Books and Records. During the contract term, and for a period of at least two (2) years thereafter, SIUE shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to Edwardsville Township for payment hereunder were valid and proper, and (ii) no payments have been made, directly or indirectly, by or on behalf of SIUE to or for the benefit of any Edwardsville Township employee or agent who may reasonably be expected to influence Edwardsville Township's decision to enter into this contract, or the amount to be paid by Edwardsville Township pursuant hereto. As used herein, "payment" shall include money, property, services and all other forms of consideration. All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Edwardsville Township and/or its representatives shall have the right at any time during normal business hours, upon two (2) business days' notice, to examine said Records.
- d. Confidentiality. All of the information which SIUE and/or the graduate student/intern observe, obtain and/or develop in the performance of this contract shall be treated, maintained and held by SIUE and the graduate student/intern as confidential information, which shall not disclose or use for any purpose other than in the performance of this contract without Edwardsville Township's prior written consent in each instance, except to the extent compelled by law.

- e. Work Product. SIUE hereby grants and assigns to Edwardsville Township the entire right, title and interest in and to the work product of the graduate student/intern, whether or not patentable, copyrightable or otherwise protectable. All such work product shall be the sole and exclusive property of Edwardsville Township.

- f. Indemnity. To the extent provided by law and not inconsistent with the doctrine of sovereign immunity, each party shall indemnify, protect, defend and hold harmless the other party, its respective parent, subsidiary and affiliated corporations, and its and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses arising from or connected with (i) any breach by the indemnifying party of any provision hereof; or (ii) any negligent act or omission by the indemnifying party directly or indirectly related to its performance of this contract. The parties agree that all claims against SIUE are subject to the Illinois Court of Claims Act, 705 ILCS 505 *et seq.*

- g. Insurance. For the term of this Agreement, SIUE agrees to maintain the following types of insurance: Comprehensive general liability insurance coverage for bodily injury liability, including death, property damage liability, for all its employees acting within the scope of their appointments, and similarly provides such insurance coverage for any of its enrolled students while acting in the scope of an approved unpaid internship for which academic credit or the equivalent may be awarded. This "occurrence" basis coverage for paid employees and unpaid student interns is provided through the Southern Illinois University Self-Insurance Program, and is limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage; Professional liability insurance coverage for all its employees acting within the scope of their appointments, and similarly provides such insurance coverage for any of its enrolled students while acting in the scope of an approved unpaid internship for which academic credit or the equivalent may be awarded. This coverage for paid employees and unpaid student interns is provided through the Southern Illinois University Self-Insurance Program, and is limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage; Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees; Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from Edwardsville Township. In the event of cancellation or non-renewal of above described insurance, SIUE shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

Edwardsville Township

By  _____
Frank Miles, Township Supervisor

Board of Trustees of Southern
Illinois University Governing
Southern Illinois University
Edwardsville

By _____
Jerry B. Weinberg, Associate Provost
for Research and Dean The Graduate
School for Randall Pembroke,
Chancellor
Southern Illinois University
Edwardsville
Edwardsville, IL 62026

SCOPE OF WORK

To aid the Edwardsville Township in the accomplishment of operational objectives and goals.