

RESOLUTION NO. 2017-02-012R

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BETWEEN THE CITY OF URBANA AND THE UNIVERSITY OF ILLINOIS**

(Agreement to collaborate with Graduate Students from the Illinois School of Architecture in creating visual screening structures to be used in the mini park located at the northeast corner of Broadway Avenue and Water Street)

**WHEREAS**, the City of Urbana ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

**WHEREAS**, the Board of Trustees of the University of Illinois ("University") is a body corporate politic of the State of Illinois; and

**WHEREAS**, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, Cooperative Act, 5 ILCS 220/1 et seq. enables the parties hereto enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the City owns and operates the mini park on the northeast corner of Broadway Avenue and Water Street; and

**WHEREAS**, the City and the University will benefit from this collaboration on a project for Architecture Students; and

**WHEREAS**, the City is willing to financially cover reasonable expenses the University will incur while designing and building said structures.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.** The Intergovernmental Cooperative Agreement shall be and hereby is authorized and approved in substantially the form and substances appended hereto and made a part hereof.

Section 2. That the Mayor of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement in substantially the form and substance appended hereto and made a part hereof.

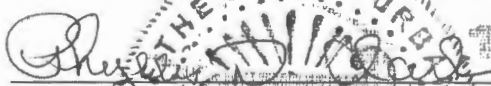
PASSED BY THE CITY COUNCIL this 6<sup>th</sup> day of March, 2017.

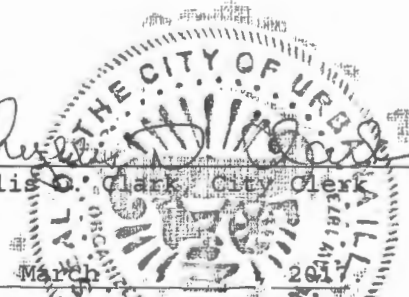
AYES: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

NAYS:

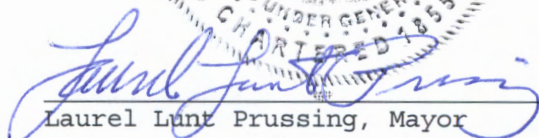
ABSENT:

ABSTAINED:

  
\_\_\_\_\_  
Phyllis O. Clark, City Clerk



APPROVED BY THE MAYOR this 7<sup>th</sup> day of March, 2017

  
\_\_\_\_\_  
Laurel Lunt Prussing, Mayor



## Service Agreement

This Service Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus, through the Office of Sponsored Programs, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and the CITY OF URBANA, Illinois, a municipal corporation and home rule unit of local organized and existing under the laws of the State of Illinois with its principal offices at 401 S Vine Street, Urbana IL 61801-3336 ("CITY"). The parties may be referred to individually as "party" and collectively as the "parties".

### Article 1: Purpose

CITY desires to engage the expertise of UNIVERSITY to design and assemble three (3) wood screening structures for use in the mini-park on the northeast corner of North Broadway Avenue and East Water Street in Urbana.

### Article 2: Scope of Services

**2.1 Services to Be Performed.** UNIVERSITY will use reasonable efforts to perform the project titled Mini Park Structures and more fully described in the Scope of Work attached to this Agreement as Exhibit A, and which shall herein after be referred to as "Services."

**2.2 Technical Contacts.** Each party appoints the following individual to serve as its technical contact during the performance of the Services. Each party will notify the other of any change in the technical contact in accordance with the notice requirements of this Agreement.

UNIVERSITY: Aaron Paul Brakke, Assistant Professor of Architecture

CITY: Bruce Phillip Cubberley, Arbor Division Manager

### Article 3: Term and Termination

**3.1 Term.** The term of this Agreement shall be March 1, 2017 through September 1, 2017.

**3.2 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 30 days after receipt of written notice.

**3.3 Termination for Convenience.** Either party may terminate this Agreement for convenience upon 60 days' prior written notice to the other party.

**3.4 Effect of Early Termination.** In the event of early termination, CITY shall pay UNIVERSITY for Services performed through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date.

### Article 4: Compensation

**4.1 Compensation and Payment.** This is a not to exceed price agreement. CITY will pay UNIVERSITY up to \$5,000.00 in accordance with the Scope of Work in Exhibit A. No more frequently than monthly,

UNIVERSITY will submit invoices to CITY evidencing the actual costs described in Exhibit B ("Budget") and incurred by UNIVERSITY in performing the Services. CITY will pay the full amount due within 30 days from its receipt of an invoice.

**4.2 Remittance Instructions.** CITY will pay UNIVERSITY through one of the following two payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Grants & Contracts
P.O. Box 4610
Springfield, IL 62708-4610
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	East Old State Capitol Plaza P.O. Box 19266 Springfield, IL 62794-9266 USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

## Article 5: Confidentiality

**5.1 Confidentiality Obligation.** Each party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other party in connection with the Services ("Confidential Information"); provided, however, that each party may share Confidential Information with third parties to the extent necessary to perform the Services under terms consistent with this Agreement. For written disclosures, the party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other party no later than 30 days after disclosure. Each party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing party; (d) is explicitly approved for release by written authorization of disclosing party; (e) is or has been developed by recipient independent of recipient's access to disclosing party's Confidential Information; or (f) is required by law or court order to be disclosed. In the event that no designation of confidentiality is made to a particular piece of information, such information shall not be vested with the attribute of confidentiality. In the event either party is served with a subpoena, request to produce documents, court order, or court-issued decree for the production of documents which the parties

deem confidential, the recipient of such document request, subpoena, order, or decree, as the case may be, shall give prompt written notice to the other party which notice shall include a copy the said document request, subpoena, order, or decree so that the notified party can, if it elects to do so, move to quash the document request, subpoena, order, or decree.

**5.2 Response to Information Request.** If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to CITY and will reasonably cooperate with CITY to protect any CITY Confidential Information including assertion of any applicable exemptions available under the said Act including defense of such assertions before the Public Access Counselor.

### **Article 6: Rights in Work Product**

Title to existing intellectual property used by UNIVERSITY in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by UNIVERSITY employees and agents in performance of the Services shall vest in UNIVERSITY.

“Deliverables” are those tangible items, as distinguished from intangible (intellectual) property. UNIVERSITY will deliver to CITY the Deliverables as specified in Exhibit A. Deliverables will be the property of CITY; however, all methodologies, technologies and know-how described in the Deliverables or used by UNIVERSITY to create the Deliverables shall be the exclusive property of UNIVERSITY. UNIVERSITY retains the right to use the Deliverables for research and academic purposes.

### **Article 7: Insurance**

During all times relevant to this Agreement, each party will maintain insurance in accordance with the requirements of local law and will maintain general liability insurance with limits sufficient to cover the activities of its employees and agencies performing the Agreement. The insurance may be maintained in the form of a self-insurance plan or commercial insurance policies.

### **Article 8: Liability of Parties**

UNIVERSITY, to the extent authorized by the laws of the State of Illinois and its self-insurance plan, and CITY both shall be liable for liability and loss caused by negligent acts, errors and omissions of its respective employees and agents acting in the scope of their employment or agency under this Agreement.

### **Article 9: Disclaimer of Warranties/Liabilities**

UNIVERSITY PROVIDES ALL DELIVERABLES AS-IS, WITHOUT WARRANTIES OF ANY KIND. UNIVERSITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, AND NON-INFRINGEMENT OF THIRD PARTY PROPERTY RIGHTS. UNIVERSITY WILL NOT INDEMNIFY CITY AGAINST, OR ASSUME LIABILITY FOR, ANY THIRD PARTY CLAIMS ARISING FROM THE SERVICES OR CITY'S USE OF THE DELIVERABLES.

## Article 10: General Provisions

**10.1 Force Majeure.** Each party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other party and will resume its performance as soon as performance is possible.

**10.2 Independent Contractor.** CITY and UNIVERSITY 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.

**10.3 Use of Name.** A party shall not use the name of the other party in any form of advertising or publicity without the express written permission of the other party. CITY shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; fax (217) 244-7124. UNIVERSITY shall seek permission from CITY by submitting the proposed use, well in advance of any deadline, to the CITY's Public Works Director, 706 Glover Avenue, Urbana, IL 61802; fax (217) 384-2400.

**10.4 Severability.** If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect to the extent that the underlying intent and purpose of this Agreement remains performable by both parties hereto.

**10.5 Merger.** This Agreement and all attachments embody the entire understanding of the parties and will supersede all previous or contemporaneous communications, either verbal or written, between the parties relating to this Agreement. Purchase orders issued after this Agreement is signed do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

**10.6 Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.

**10.7 Amendments.** No modification of this Agreement shall be effective unless and until made by a written amendment signed by each party's authorized signatory.

**10.8 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A, without reference to its conflict of law provisions.

**10.9 Export Control.** Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by CITY that CITY will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

**10.10 Resolution of Disputes.** The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with article 3.

**10.11 Waiver.** The failure of either party at any time to enforce any provisions of this Agreement shall not constitute a waiver of that party's right to later enforce the provision or all terms of the Agreement.

**10.12 Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

**10.13 Notices.** To be enforceable, all notices must be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

**University Representative**

Name: OSP  
Title: Director  
Address: 1901 S. First Street, Suite A  
Champaign, IL 61820  
Phone: 217-333-2187  
FAX: 217-239-6830  
E-mail: GCOAward@uillinois.edu

**CITY Representative**

Name: Laurel L. Prussing  
Title: Mayor  
Address: 400 S. Vine Street  
Urbana, IL 61801  
Phone: 217-384-2457  
FAX: 217-819-3199  
E-mail: llprussing@urbanaillinois.us

**10.14 Representation of Signatories.** The persons signing this Agreement as authorized signatories represent that they have authority and intend to bind the party represented.

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

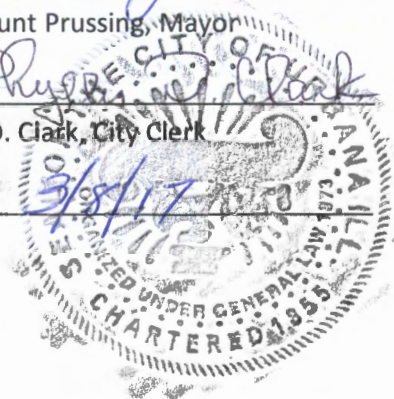
By: Walter K. Knorr  
Walter K. Knorr, Comptroller  
Date: 3/24/17

Acknowledged and Agreed:

Aaron Brakke  
Technical Contact **AARON BRAKKE**  
3/23/2017

**CITY OF URBANA**

By: Laurel Lunt Prussing  
Laurel Lunt Prussing, Mayor  
By: Phyllis D. Clark  
Phyllis D. Clark, City Clerk  
Date: 3/28/17



## Exhibit A

The primary function of the screen structures is to visually differentiate the public recreational space of the mini-park from the lot to the north which is designated as a parking lot. The primary materials for these structures will be locally grown and milled lumber, steel and UV resistant plastics. Graduate students from the Illinois School of Architecture at the University of Illinois Urbana Champaign will design and fabricate the aforementioned structures aided by analog and digital technologies.

