

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made this 16th day of February 2022, by and between Wheaton Park District, an Illinois park district and unit of local government ("District") and The Corporate Learning Institute, Ltd., an Illinois corporation ("Consultant"). District and Consultant are hereinafter sometimes collectively referred to as the "Parties" or individually as "Party."

### **RECITALS**

WHEREAS, the District desires the Consultant to perform certain consulting services for the District in the areas of strategy and performance management, leadership development, team effectiveness, culture change, and training and development, all as detailed in the Consultant's proposal attached hereto and incorporated herein as **Exhibit A** ("Consultant's Proposal"); and

WHEREAS, the District wishes to retain the Consultant and the Consultant wishes to provide the services to the District described herein based on the terms and conditions set forth in this Agreement.

### **WITNESSETH**

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Consultant agree as follows:

1. **Consulting Services.** The District hereby hires Consultant and Consultant hereby agrees to provide consulting services, upon the terms and conditions set forth in the Contract Documents ("Services").
2. **Contract Documents.** The Contract Documents consist of this Agreement between the District and the Consultant, the Consultant's Proposal, any addenda issued prior to the execution of this Agreement, and any modifications made in writing and endorsed by the Parties after the execution of this Agreement (collectively, "Contract Documents"). All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) modifications to this Agreement; b) this Agreement; and c) Consultant's Proposal, as modified by any duly issued addenda.
3. **Deliverables and Term.** The Consultant shall provide all deliverables in accordance with Consultant's Proposal. Time is of the essence in this Agreement.

4. Performance of Work. The Consultant agrees to perform faithfully, industriously, and to the best of the Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry professionals engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the District. The Consultant shall perform all of its duties hereunder according to the District's requirements and in compliance with applicable federal, state and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

5. Payment for Services.

a. The District agrees to compensate the Consultant for providing the Services on a retainer basis in the total not-to-exceed amount of Twenty Thousand Dollars (\$20,000.00) for the 2022 calendar year ("Consultant's Fee").

b. The Consultant shall invoice the District on a quarterly basis for all Services provided by the Consultant to the District for the preceding quarter. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in the Consultant's Services which are required to remedy any defects therein or obtain compliance with this Agreement. Consultant shall, if required by the District, deliver a certificate to the District certifying such matters as the District may reasonably require.

ii. Consultant shall have delivered to the District all deliverables required by this Agreement.

c. Any unused portion of the Consultant's Fee for the 2022 calendar year shall either be refunded to the Park District or applied as a credit to an agreement for future consulting services.

6. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon in writing by the Parties. In the event Additional Services are required, Consultant shall notify the District regarding the nature and extent of any said Additional Services. Consultant shall not perform any Additional Services unless approved in writing in advance by the District.

7. District Responsibilities. The District agrees to provide all materials and other information necessary to or requested by the Consultant reasonably necessary for the Consultant to complete the delivery of the Services by the Consultant in a timely manner.

8. Designated Representatives. The District hereby designates Michael J. Benard as the District's representative ("District's Representative") for all matters for the District under this Agreement and with respect to the administration of this Agreement. The District's Representative shall be available to the Consultant at all reasonable times for consultation with the Consultant. The Consultant shall confirm to the District in writing any decision made by the District's Representative. The Consultant hereby designates Tim Buividas as the Consultant's Representative ("Consultant's Representative") for all matters for the Consultant under this Agreement and with respect to the Services to be performed by the Consultant for the District. The Consultant's Representative shall be available to the District at all reasonable times for consultation with the District's Representative. The District may conclusively rely on the decisions made by the Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

9. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, computer-aided designs (CAD documents) in electronic format, and any other documents prepared by the Consultant in any format in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the District. The District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights. Technical specifications and standard details are not included in the above referenced documents.

10. Other Consultants. The District reserves the right to retain other consultants and enter into other contracts for professional services. Consultant shall cooperate fully with any other consultants retained by District and shall properly coordinate the Services with those services provided by other consultants.

11. Termination. This Agreement may be terminated or suspended by the District, in whole or in part, for convenience and without cause upon five (5) days written notice. In the event of such termination, the Consultant will be paid for all approved Services rendered to the date of termination, and upon such payment, all obligations of the District to the Consultant under this Agreement shall cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The District shall have the right to terminate this Agreement immediately and without notice upon the Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. In the event of such termination, payment to the

Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by the Consultant against the District under this Agreement, and acceptance of sums paid by the Consultant shall constitute a waiver of any and all claims that may be asserted by the Consultant against the District. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

12. Insurance. The Consultant shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. The Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. If the District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Consultant waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Consultant's work.

B. Professional Liability Insurance. The Consultant shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$2,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. The Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. The Consultant shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease.

E. General Insurance Provisions

(1) Evidence of Insurance. Prior to beginning the Services, the Consultant shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The District shall have the right, but not the obligation, of prohibiting the Consultant from entering the project site and commencing the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District. Failure to maintain the required insurance may result in termination of this Agreement at the District's option. The Consultant shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

(2) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(5) Subconsultants. The Consultant shall cause each subconsultant employed by Consultant to purchase and maintain insurance of the type specified above. When

requested by the District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subconsultant.

13. Indemnification. To the fullest extent permitted by law, Consultant, its officers, directors, employees, and agents shall indemnify and hold harmless the District and its elected and appointed officials, officers, employees, volunteers and agents from and against claims, suits, damages, causes of action, judgment, losses, costs and expenses, including reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from Consultant's and Consultant's subconsultants performance of the Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) to the extent caused by any wrongful or negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Consultant shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Consultant's breach of its obligations under, or the Consultant's default of, the provisions of this Agreement.

14. No Liability. The District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Consultant's employees, or for any damage to, destruction, theft or misappropriation of any property, relating to the Consultant's Services and obligations under this Agreement. The District shall not be liable for acts or omissions of the Consultant or any of the Consultant's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Consultant.

15. Independent Contractor. The relationship between the Consultant and the District is that of an independent contractor. The Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. The Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the District. The Consultant is not entitled to workers' compensation benefits or other employee benefits from the District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

16. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

17. Laws, Permits, Approvals and Licenses. The Consultant shall comply with applicable codes, laws, ordinances, rules, and regulations of the District, the City of Wheaton, DuPage County, the State of Illinois, and the Federal Government.

18. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

19. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of either Party to enforce the provisions of this Agreement or require performance by the other Party of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of that Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Non-Assignment. This Agreement is non-assignable in whole or in part by the Consultant, and any assignment shall be void without prior written consent of the District.

21. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

22. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

23. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

24. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to District: Wheaton District  
102 E. Wesley St.  
Wheaton, IL 60187  
Attention: Executive Director

If to Consultant: Corporate Learning Institute  
1615 Stoddard Ave  
Wheaton IL 60187  
Attention: Tim Buividas

25. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

26. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

27. No Collusion. The Consultant represents and certifies that (1) the Consultant is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the District prior to the execution of this Agreement; and (3) this Agreement is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the District for all loss or damage that the District may suffer, and this Agreement shall, at the District's option, be null and void.

28. Sexual Harassment Policy. The Consultant certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).



**EXHIBIT A**

Proposal Submitted by The Corporate Learning Institute, Ltd.

29. Non-Discrimination. In all hiring or employment by the Consultant pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Consultant agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

30. No Waiver of Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by District of the rights, privileges, defenses and immunities available or afforded to it under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands and seals as of the day and year first above written.

WHEATON PARK DISTRICT

By: \_\_\_\_\_

Its: Executive Director

THE CORPORATE LEARNING INSTITUTE

By: \_\_\_\_\_

Tim Buividas

Its: Partner

# CLI Scope of Services

Developed for



This overview includes:

- 1) About CLI
- 2) Wheaton Park District Work History
- 3) 2022 Business Relationship
- 4) Next Steps
- 5) CLI Key Staff Information



CORPORATE **LEARNING** INSTITUTE

## **1. About CLI**

Corporate Learning Institute is a Wheaton based consulting firm that has been delivering excellence in the area of strategy and performance management, leadership development, team effectiveness, culture change, and training and development for over 25 years. Our clients include corporations, not-for-profits, education, and government. From a local park district perspective, we have worked with Lockport Township, Oswego, Crystal Lake, Roselle, Wheeling, Wood Dale, WDSRA, NSSRA, PDRMA, IPRA, and Wheaton.

## **2. Wheaton Park District Work History**

We have been working with Wheaton Park District since 1997. In that time, we have provided strategic consulting, initiated the Strategic Alignment and Charter process, assisted with Mission, Vision, and Values refinement, provided individual and team coaching, worked with culture transformation, provided DISC personality assessments, delivered training and development courses including the development and delivery of the WPD Leadership Academy, and in the early days facilitated Board Retreats. In addition, due to our adjunct professor status at Elmhurst University, UIC, and Benedictine University, we have provided interns who have completed various survey projects for WPD. CLI partners with the Lincoln Marsh ropes course by bringing clients and assisting in limited ropes course programming through a license agreement.

## **3. 2022 Business Relationship**

WPD engages CLI through a retainer process. For the year of 2022, Wheaton Park District desires to retain the services of Corporate Learning Institute for services that can encompass strategic planning consulting, individual and team coaching, team retreats, personality assessment work for key job hires, and training and development on an as needed basis. The 2022 retainer amount is \$20,000.00. Work completed against the retainer will be reported and reviewed on a quarterly basis. At the end of the year, if there is unused retainer money it will carry over for use in the following year.

## **4. Next Steps**

With WPD board approval and acceptance we will, with gratitude, begin our work of helping the Park District gain greater alignment with its Mission, Vision, and Avenues of Accountability (\$ustainability Makes \$ense, Investing in People, Doing Things Better and Smarter and Ensuring Excellence and Satisfaction) while ensuring that we all live the WPD values as fully as possible.

## 5. CLI Key Staff Information

### **Dr. Tim Buividas – CLI Partner**

Tim Buividas is a consultant, coach, organizational strategist, author, facilitator, and professor. He brings extensive experience, passion, and energy to every client engagement. Tim co-founded The Corporate Learning Institute in 1992. Tim provides executive coaching and consulting services that focus on strategy, managing change, leadership development and management excellence, team development for companies whose goals are to create positive change throughout their individual performers and organizations. Tim also enjoys training and development facilitation with participants to create performance breakthroughs and organizational changes across all levels.

He is certified in experiential training and development, Myers Briggs, DiSC® Personal Profile, Team Dimensions Profile and Situational Leadership. He also is an expert with the Thomas Kilmann Conflict Indicator, Time Mastery Profile, Corporate Lifecycles, Fish Philosophy, Denison Culture Survey, Five Dysfunctions of a Team, and other learning and development models. He uses 360° feedback tools and develops surveys.

Tim has published numerous articles, white papers, books, and has been quoted numerous times. He is the author of Team Assess ([www.team-assess.com](http://www.team-assess.com)), a self-administered team-based assessment that measures real-time team performance. Tim has also been an Adjunct Management Professor for over 20 years.

### **Dr. Susan Cain, LCSW - CLI Partner**

Susan has been a co-founder and partner of The Corporate Learning Institute since 1996. Susan has worked in experiential training and development for more than 30 years. She is also a founding partner of the Black River Center for Management Enhancement.

Susan is a qualified corporate coach and is certified in the use of the Denison Culture Survey Facilitator, Myers Briggs Type Indicator, DiSC® Personal Profile Assessment, Situational Leadership Inventory, Firo B, Profiler, Skillscope, Thomas-Kilmann qualified, 16PF, Five Dysfunctions of a Team, and is a licensed clinical social worker (LCSW). In addition, Sue has developed the Profession Styles DISC Assessment.

She designs and runs corporate training and development offsites, applying experiential learning techniques. She has developed and executed team building, leadership development, accelerated learning, communication, change-management, innovation, and process development, and corporate strategic planning offsites. She is also a skilled team challenge facilitator, instructor, and advocate. Susan has published articles, white papers, books and has been quoted numerous times. Susan has also been an Adjunct Management Professor for over 20 years.

