

**Village of South Chicago Heights
Community Risk Assessment and Standards Agreement**

I. THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this _____ day of _____, 2025 by and between VILLAGE OF SOUTH CHICAGO HEIGHTS (“**Village**”) and _____ (“**Consultant**”). Village and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

- A. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Village, including any health or hospitalization insurance or benefit; or other such employment insurance plan, program, arrangement, or benefit of any kind offered by the Village to its employees, nor bound by any obligations of employees of the Village.
- B. Contractor agrees not to hold himself/herself out as an employee of the Village to members of the Public.
- C. Contractor expressly agrees and covenants to not claim entitlement to or apply for any workman’s compensation insurance or benefit or pension benefit.
- D. Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker’s compensation insurance on behalf of the Contractor and those employees, if any, employed by Contractor. The Village shall not provide for any tax withholding required to be withheld by federal, state, or local law with respect to any payment to Contractor received for services provided under this Agreement.

II. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**Services**” or “**Work**” hereunder. As a material inducement to Village entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder. The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and

conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by Village in writing.

- III. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to Contractor's own independent judgment, and is solely responsible for the direction of its employees and agents. Contractor acknowledges and agrees that Contractor will devote such times as is necessary to produce the contracted results.
- IV. The term of this Agreement shall commence upon full execution and continue through completion of the Services (the "Term"), which shall be substantially completed within five (5) to seven (7) months, and in no event later than August 6, 2026, unless extended in writing by mutual agreement of the Parties.
- V. Contractor acknowledges and agrees that Contractor is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted services and results, unless otherwise specific and explained. _____

- VI. Contractor acknowledges and agrees that Contractor is solely responsible for its employees/agents actions in performing the services.
- VII. Contractor agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating satisfactory to the Village in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Village prior to performing any services under this Agreement.
- VIII. All insurance coverage provided by Contractor shall be primary coverage as to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Contractor's insurance and shall not contribute with it.
- IX. The Village of South Chicago Heights, its officials, officers, employees, attorneys, agents, volunteers, and representatives are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also provide for "contractual liability".

- X. Said insurance policies shall not be cancelled or amended without thirty (30) days prior written notice having been given to the Village. Such cancellation shall be grounds for the Village to immediately cancel this Agreement.
- XI. To the extent permitted by law, Contractor shall indemnify, save, defend and hold harmless the Village of South Chicago Heights, including its officials, officers, employees, attorneys, agents, volunteers, and representatives, from and against any and all liabilities, obligations, claims, damages, penalties, cause of actions, costs and expenses (including reasonable attorney fees and costs) which the Village may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, arising directly or indirectly in connection with, or under, or as a result of this Agreement.
- XII. Contractor acknowledges and agrees that Contractor will comply with all applicable laws, rules and regulations promulgated by any Federal, State, County, Village, or any other applicable governmental unit or regulatory body or court.
- XIII. If Contractor breaches any provision of this Agreement or commits any wrongful act in connection with this Agreement, then the Village may terminate this Agreement in its sole discretion immediately upon written notice to the Contractor. No liability or judgment shall be claimed or had against the other party for expenses actually incurred for such action. In the event of termination, the Village shall pay the Contractor such fees and expenses actually incurred as shall be due and payable for services rendered by Contractor prior to termination. Upon any form of termination or the expiration of this Agreement, or at any other time requested by the Village, Contractor shall deliver to the Village all necessary documents or items for the Village to obtain replacement services. The Village may further terminate this Agreement in its sole discretion at any time if the program did not meet the minimum number of participants. If Contractor terminates services, Contractor shall have financial responsibility to the Village for reasonable costs incurred by the Village including the cost of obtaining replacement services.
- XIV. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the Services in a safe, proper, efficient, thorough, and satisfactory manner and understands that Village is relying on such representation in contracting with Contractor for the services. During the term of this Agreement, Contractor shall maintain any necessary licenses in good standing.
- XV. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties, and dated after the date hereof. This Agreement is non-assignable by Contractor.
- XVI. Miscellaneous.

- A. This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all disputes, claims or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the parties expressly agree to submit to such jurisdiction. The parties further agree to waive their respective rights to a trial by jury and attorney fees.
- B. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement will not be affected thereby.
- C. The language used in this Agreement shall be deemed to be chosen by the parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.
- D. Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, attorneys, agents, volunteers, and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of Contractor for any breach of this Agreement are specific performance, mandamus, and quo warranto. Without limiting the generality of the foregoing, Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, attorneys, agents, volunteers, and representatives and, if Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.
- E. Contractor covenants and agrees that no action or proceedings by or before any court, governmental body, commission, board, or any other administrative agency is pending, threatened, or affecting Contractor which would impair its ability to perform the services. Contractor represents and warrants that it is a duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.
- F. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be sufficient unless an original signature is required by a party.

- G. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of employer and employee, principal and agent or partnership or fiduciaries or of a joint venture between the parties hereto, it being understood and agreed that not any other provision, condition, obligation, or benefit contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto.
- H. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.
- I. Any notice, demand, request, waiver, or other communication to be given by one party to the other party shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; and 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to the Contractor:

If to the Village:

Village of South Chicago Heights
Attn: Village President
3317 Chicago Road
South Chicago Heights, Illinois 60411

- J. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the

parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

- K. Contractor represents and warrants as follows: Contractor is under no obligation or restriction, nor will Contractor assume any such obligation or restriction, which would in any way interfere or be inconsistent with or present a conflict of interest concerning the services to be furnished under this Agreement. Contractor represents and certifies that, to the best of his/her knowledge, (1) no Village employee or agent is interested in the business of Contractor or this Agreement; (2) as of the date of this Agreement and throughout the term of this Agreement neither Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Contractor nor any person employed by or associated with the Contractor 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.
- L. Contractor shall not issue any news releases or other public statements regarding the services under this Agreement without prior approval from the Village.
- M. The person signing on Contractor's behalf hereby represents and warrants that said individual is duly authorized by Contractor to enter into this Agreement and bind Contractor to the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Village and the Contractor has signed and executed this Agreement on the day and year first written above.

Contractor

Village of South Chicago Heights

Date_____

Date_____

Exhibit A

Scope of Services

(to be added)