

AGREEMENT
between
COLLEGE OF DuPAGE
and
JAMES M. O'ROURKE

This agreement is entered into this 11th day of November, 2014, by and between College of DuPage and the Law Offices of James O'Rourke.

SERVICES: Mr. James O'Rourke shall perform the following services for the College of DuPage: Meet with Chief Judge Evans and his designees on a regular basis to facilitate and develop regular meetings with Judge Evans and the elected officials of the Cook County Justice System including but not limited to the office of Cook County Board President, Sheriff of Cook County, Cook County State's Attorney, and Clerk of the Circuit Court. Mr. O'Rourke shall work on agendas, conduct necessary research and perform other tasks as required to develop successful meeting protocol to provide a forum for elected officials to discuss issues of common concern and develop consensus solutions.

WORK PRODUCT: All documents, including reports and all other work products produced by Contractor under this Agreement shall become and remain the property of College of DuPage. The Contractor shall submit any document, publication, brochure, electronic media etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College.

TERM: The term of this agreement shall be November 15, 2014 to November 15, 2015.

REMUNERATION: A rate of \$200 per hour shall be paid to James O'Rourke. Invoices for services are to be submitted to College of DuPage prior to any payment to James O'Rourke.

PAYMENT Contractor must agree to receive all payments from the College via an Automated Clearing House (ACH) transfer (CCD file format only).

TAXES: James O'Rourke shall be responsible for any and all state, local and federal taxes due related to income from the above services.

LIAISON: While performing these services, it is understood that James O'Rourke shall coordinate with Thomas J. Glaser or his designee.

INSURANCE: It is understood that James O'Rourke is self-employed and must carry, at his/her own expense any insurance coverage; such as, worker's compensation, medical, property, liability, and auto, related to the above mentioned services.

LIABILITY: James O'Rourke agrees to hold College of DuPage, its trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims, demands, and expenses, including attorneys' fees, which may arise during the performance of this agreement.

James O'Rourke also represents and warrants that the services will not infringe any copyright, violate the rights of any person, or contain any other unlawful matter. James O'Rourke shall defend, indemnify and hold harmless College of DuPage and others of whom it may license and grant

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CERTIFICATION: All independent contractors must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988. (Must check one)

I certify that I am not in default on an educational loan guaranteed by the State in the amount of \$600.00 or more.

I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

I agree with the terms stated above and certify that I have received a copy of the contract agreement.

James O'Rourke
Contractor

11/11/14
date

TERMINATION: This agreement may be terminated by College of DuPage, at any time based upon any unsatisfactory performance by James O'Rourke.

CONTROLLING LAW: This agreement shall be governed by the laws of the State of Illinois.

ENTIRE AGREEMENT AND CONFLICT: This Agreement incorporates COD's RFP documents and the Contractor's responding proposal. This Agreement represents the entire agreement between Contractor and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control, followed by COD's RFP documents, and finally, by Contractor's proposal response.

In consideration thereof, both parties agree to the conditions set forth above.

Independent Contractor:

James O'Rourke
N [Redacted]

SS# OR FEIN
11/11/14
Date

College of DuPage:

Tom Glaser
Tom Glaser
Senior Vice President, Administration

11/11/2014
Date