

AGREEMENT FOR OWNER'S REPRESENTATIVE SERVICES

THIS AGREEMENT is entered into on the dates hereafter set forth below by and between the Board of Education of Rochester Community Unit School District 3A (hereafter the "School District") and TJP Consulting Partners (hereafter "TJP").

WHEREAS, the School District seeks the professional services of an Owner's Representative to advise the School District regarding the capabilities, selection, and location of electronic scoreboards/videoboards and related software and equipment (the "Equipment"), as well as development of specifications of for acquisition, coordination with the School District's separate architects and contractors for installation of the Equipment, training of School District employees in operation of the Equipment, and marketing of advertising opportunities on and/or using the Equipment to generate revenue for the School District; and

WHEREAS, TJP represents that it has the experience, capabilities, and resources to provide the professional services sought by the School District.

NOW, THEREFORE the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals in the foregoing Preamble are hereby incorporated as though fully set forth herein.
2. **Term of Agreement.** This Agreement will be in effect from the later date of execution by the Parties until one (1) year after installation and activation of the last unit of Equipment, unless earlier terminated in accordance with terms of this Agreement.
3. **Description of Owner's Representative Services.** TJP will provide the following services to the School District.
 - a. **Selection, Acquisition, Installation of Equipment.**
 - i. Within the School District's budget parameters as provided to TJP, TJP will provide information and recommendations regarding the selection of Equipment, including recommendations regarding capabilities, specifications, software, size, and location of the Equipment and selection of vendors.
 - ii. TJP will assist the Owner in all aspects of acquisition of the Equipment including identification of potential vendors; developing any written specifications necessary for acquisition through the School District's selected process for procurement, such as direct purchase, requests for quotes or

proposals, or bids; and coordinating vendor/bidder interviews and presentation. TJP will coordinate such efforts with the School District's architect, construction manager, and contractors.

iii. TJP will consult with the School District and coordinate with the School District's architect, construction manager, and contractors regarding the installation of the Equipment and all ancillary materials and supplies (e.g., support structures, cables, utilities, etc.).

iv. The School District retains final authority to determine all aspects regarding the selection, acquisition, and installation of the Equipment, including how many pieces of Equipment to acquire and location of the Equipment.

b. Training.

i. Once installed, in addition to any training provided by the vendor of the Equipment, TJP will train School District staff, selected by the School District in the operation and maintenance of the Equipment.

ii. Training sessions will be arranged at mutually agreeable times as soon as practicable after the installation and activation of the Equipment.

c. Marketing of Advertisement Opportunities.

i. Within the capabilities of the Equipment as installed, TJP will make recommendations to the School District regarding the marketing to third parties for advertising on or using the Equipment, including advertising rates to be charged and types of advertising modalities (static signs/marquees, photo displays, video displays, etc.)

ii. TJP will solicit potential advertising customers on behalf of the School District.

iii. TJP will not solicit advertising opportunities from or regarding third parties whose businesses or messages are inconsistent with the educational mission of the School District, such as alcohol, drug, or tobacco use or sales; adult themed stores; bars or taverns; or organizations who restrict membership on the basis of race, sex, religion, or other protected category. The School District retains final discretion and authority to approve any and all advertising on or using the Equipment, and TJP will not be entitled to compensation for any referrals not approved by the School District.

iv. The School District retains right to waive advertising fees for School District related groups (student clubs, booster clubs, PTOs/PTAs, educational foundations, etc.), without compensation to TJP.

v. The School District retains right to set advertising rates and may approve different schedules depending on the type of organization advertising (charitable, governmental v. for-profit business), including the waiving of fees.

4. **Compensation.**

a. For the services provided pursuant to Section 3(a) and 3 (b), above, the School District will pay to TJP a fee equal to ___ % of the cost of the Equipment actually acquired by the School District, **including /not including** the costs associated with installation. The School District's determination not to acquire a more expensive unit or numbers of units as recommended by TJP will not result in any additional compensation to TJP.

TJP's fee for services provided pursuant to Section 3(a) and 3(b) will be earned as follows:

___% of the fee upon final selection of the Equipment by the School District;

___% of the fee upon final installation of all units of Equipment;

___% of the fee upon completion of training of School District employees in the operation and maintenance of the Equipment.

b. For the services provided pursuant to Section 3(c), above, the School District will pay TJP a fee equal to ___% of the advertising fees generated by each unit of Equipment for one year after such unit of Equipment is fully installed and becomes fully operational.

5. **Standard of Care & Relationship of the Parties.** TJP will provide the services required by this Agreement using its best skill and judgment and reasonable commercial expectations, acting in the best interests of the School District. The relationship of TJP to the School District is that of an independent contractor, providing consultation and recommendations to the School District and services necessary to implement this Agreement. However, TJP will not have the authority to bind the School District to any representations, contracts, or other legal obligations with third parties.

6. **Payment Terms.** TJP will submit invoices for payment of the fee for services provided pursuant to Sections 3(a) and 3(b) after the appropriate benchmark set forth in Section 4(a) has been achieved, detailing the work completed. TJP will submit invoices for services provided pursuant to Section 3(c) not more often than monthly. The School District will pay all invoices in accordance with the Illinois Local Government Prompt Payment Act.
7. **Termination.** Either Party may terminate this Agreement with or without cause upon ten (10) business days written notice other. In the event of termination for convenience, TJP will be entitled to compensation for all work completed in proportion to the overall project. In the event of termination for cause, the terminating party will be entitled to all damages and remedies as provided by law or equity. However, the parties expressly agree to and hereby waive any claims for consequential damages.
8. **Indemnification.** To the fullest extent permitted by law, TJP agrees to hold harmless, indemnify, and defend the School District and its board of education, board members, employees, volunteers, and agents from and against all claims, suits, causes of action, judgments, liabilities, or costs (including reasonable attorneys fees and costs) for bodily injury, illness, or death to persons, or damage or destruction of property arising from the negligent acts or omissions or willful conduct of TJP or its employees or agents. TJP hereby waives any limitation of liability defense based on workers' compensation or benefit acts with respect to any claims by its employees.
9. **Insurance.** During the term of this Agreement, TJP will maintain the insurance policies listed below in not less than the identified policy limits:
 - a. Professional Liability Insurance \$1,000,000
 - b. Commercial General Liability and Property Damage
Occurrence: \$1,000,000
Aggregate: \$2,000,000
 - c. Automobile liability Insurance
Occurrence: \$250,000
Aggregate: \$500,000
 - d. Excess Liability: \$2,000,000
 - e. Workers' Compensation: Statutory Minimum Limits

The School District and its board of education, board members, employees, volunteers, and agents will be included as additional insureds on a primary, non-contributory basis on all policies of insurance other than workers' compensation. TJP will provide the School District with certificates of insurance evidencing such insurance coverage within ten (10) business days of the effective date of this Agreement.

- 10. **Subcontracting and Assignment.** TJP may not subcontract or assign this Agreement or any of its obligations hereunder without the express written consent of the School District.

- 11. **Governing Law & Venue.** This Agreement will be construed in accordance with the laws of the State of Illinois without regard to choice of law principals. In the event of litigation between the parties, venue will be in the U.S. District Court for the Central District of Illinois or the Circuit Court located in Sangamon County, Illinois.

- 12. **Certifications. TJP will execute the following Certifications:**
 - a. Certificate Of Compliance With Illinois Drug-Free Workplace Act;
 - b. Certificate Regarding Sexual Harassment Policy
 - c. Certificate of Non-Discrimination

- 13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes and replaces all prior agreements whether written or oral.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

TJP CONSULTING PARTNERS
By: _____ Its Authorized Representative
Date: _____, 2024

BOARD OF EDUCATION OF ROCHESTER COMMUNITY UNIT SCHOOL DISTRICT 3A
By: _____ President