

**VILLAGE OF SCHAUMBURG
AIRPORT MANAGEMENT SERVICES AGREEMENT
2017-2018**

THIS AGREEMENT is dated as of the ____ day of _____, 2017 (“**Agreement**”) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (“**Village**”) and the Consultant (“**Consultant**”) identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village’s statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant listed below to provide all necessary Airport Management Services at the Schaumburg Regional Airport and Helistop.

Erik Trydal, Consultant
548 Timber Ridge, Apt 307
Carol Stream, IL 60188
Telephone: 630-600-1439
Email: eriktrydal@gmail.com

B. Representations of Consultant. The Consultant has reviewed this Agreement, the service goals described herein. Additionally Consultant understands that both parties will review suggested methods of how to reach the service goals throughout the term of the contract. The Consultant represents he is sufficiently experienced and competent to perform and complete the service goals described in this Agreement in a manner consistent with the standards of other persons providing services of a similar nature.

C. Agreement Amount. The Consultant shall receive a fee of \$74,909 per year (October through September) for providing the Services described herein, divided into twelve equal monthly fee installments of \$6,242.42.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the service goals described below.

B. Service Goals. The Consultant shall provide management and operational oversight for the Village’s Airport and Municipal Helistop by applying his skills and expertise to develop appropriate staffing levels, enforce relevant rules and regulations, ensure that appropriate security measures are followed and implemented, and (when appropriate) recommend airport operational improvements. In this respect, the Consultant’s service goals include operating and supervising the Village’s Regional Airport and Municipal Helistop in as effective and efficient manner as possible for the Airport and Helistop’s users as well as the general public. The Consultant is free to achieve these service goals in whatever manner he deems appropriate in the reasonable exercise of his independent judgment and discretion, including, if he so chooses, by following some, none or all of the Suggested Methods developed with the Village.

C. **Commencement; Time of Performance.** The Consultant shall commence the Services on October 1, 2017).The Consultant shall diligently and continuously perform the work for one year.

D. **Reporting.** The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1(C) of this Agreement, without the prior express written authorization of the Village.

B. **Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

C. **Taxes and Employee Benefits.** The Village will not pay or withhold federal, state or local income or payroll tax on behalf of the Consultant. The Consultant waives all rights to any employee benefits offered by the Village to its employees via ordinances, resolutions, policies and/or handbooks, even if the Consultant is determined to be a common or statutory law employee of the Village for any purpose. Specifically, the Consultant shall have no claim against the Village under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of any kind. In the event taxes are assessed against the Village arising out of any money paid to the Consultant, the Consultant agrees to assume all responsibility for the payment of such taxes and to indemnify and hold harmless the Village for any such tax liabilities, including penalties.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. **Approval and Use of Subcontractors.** The Consultant shall perform the Services in person and not provide a subcontractor, unless otherwise approved by the Village in writing.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "***Confidential Information***" shall mean information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this

Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village unless required to perform the Services set forth in this Agreement.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION.

A. Standard of Care. The Consultant warrants that the Services shall be performed in accordance with the best standards of other persons or firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant. As an independent contractor, the mode, manner, methods and means used by the Consultant in performing services under this Agreement are under the sole control and direction of the Consultant. The Consultant is solely responsible for providing the tools, supplies, personnel and support services necessary to fulfill the scope of the projects and goals specified herein.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village 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 or person 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 person 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.

C. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time and for any reason (with or without cause) upon 30 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed, if any, prior to termination. The Consultant may also terminate the Agreement for any reason (with or without cause) , but only after the Consultant has provided at least 30 days advance written notice to the Village.

D. Term. The time of performance of this Agreement, unless terminated earlier pursuant to Subpart C above, shall expire 1 year after the date of execution. The Village at its sole discretion may renew this Agreement under the same terms and conditions for up to 2 additional years.

E. Default. If it should appear at any time that the Consultant has failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement (“**Event of Default**”), and fails to cure any such Event of Default within ten business days after the Consultant’s receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement without providing the 30-day written notice described in Subpart C above.

2. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.

F. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

G. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

H. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is reduced to writing, properly and mutually approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail (“e-mail”). Facsimile notices

shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Schaumburg
101 Schaumburg Ct.
Schaumburg, Illinois 60193
Attention: Karyn Robles, Director of Transportation
Facsimile: (847) 923-2336
E-mail: krobles@villageofschaumburg.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Erik Trydal
548 Timber Ridge, Apt 307
Carol Stream, IL 60188
Facsimile:
Email: eriktrydal@gmail.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

I. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall

any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

J. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

K. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

VILLAGE OF SCHAUMBURG

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

CONSULTANT

By: _____
Erik Trydal

TITLE: _____