

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1563801

Vendor Name: Peter Burchard

Invoice Number: BSPSI-0800-150

Invoice Date: 10/10/18

PO Number:

Check Number: 0241708

Check Amount: \$ 750.00

Check Date: 10/17/2018

Department ID: 63002

Reviewer Name:

Voucher Number: V0534116

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

College of DuPage - Accounts Payable
Check Request Form
revised 3/27/17

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Vendor Payment - Check Request Procedure No. 10-65

Date: 10/10/2018
Vendor ID: 1563801

Invoice Number	P.O. Number/ Req. Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
1		05	63	63002	5308001	Instructional Service Contr	\$ 750.00

Grand Total

\$ 750.00

AP VERIFIED
10/11/18 - BETHANY CRUSE

Check the appropriate box below and sign

☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.

☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Payee Name: Peter Burchard, LLC

Other
Instructions:

Payee Address: ON807 E Curtis Sq, Geneva, IL 60134

Description on Check:

Public Service Institute, Course #BSPSI-0800-150, 10/3/18

Approvals:

Prepared By: Yvonne Bedford
Signature: Yvonne Bedford
Payment Due: 10/19/2018

Approved By: Daniel Deasy
Signature: [Signature]
Date: 10/11/18

Board Approved Date:

Approved By Division VP:
Signature:
Date:

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), acctpay@cod.edu



Peter Burchard
PASSION & REALITY AT WORK

peterburchard.com
331-228-1190
peter@peterburchard.com

INVOICE

Peter Burchard, LLC
ON807 E. Curtis Sq., Geneva, IL 60134
Cell: 706-691-7494

October 5, 2018
Invoice No. 1

To:

Debbie Hasse
College of DuPage
Senior Manager Business Solutions

Invoice for:

Per Agreement:
Public Service Institute *Course # BSPSI-0800-150*
Delivered Seminar Titled: Ethics and Accountability at Work
Session Date: October 3, 2018

TOTAL DUE – Professional Fee

\$750.00

Please Make Check Payable to: Peter Burchard, LLC

APPROVED

OCT 11 2018

Thank You



SERVICE AGREEMENT ~ UNDER \$5000
BETWEEN COLLEGE OF DUPAGE AND PETER BURCHARD, LLC

This AGREEMENT ("Agreement") is entered into on August 8, 2018 by and between College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois ("College") having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and Peter Burchard, LLC ("Contractor") having an address at 0N807 E Curtis Square, Geneva, IL 60134.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project, as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

1. Scope of Services and Performance

As directed by the College, Contractor will provide the development and presentation for 1-four hour training session (Ethics and Accountability) for the Public Service Institute, Continuing Education for the College in connection with this Agreement. Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule described in the scope of services. The parties agree that time is of the essence with respect to Contractor's performance.

Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner and (ii) of any work requested by the College that is not included in the scope of services provided in this section.

Contractor will perform the services in accordance with all applicable laws, rules, regulations and applicable grants or contracts, including equal employment opportunity and import and export control laws and regulations. ~~All documents, drawings, surveys, and reports (including those in electronic form) prepared by Contractor pursuant to this Agreement are the property of the College. The College will have the right to utilize such documents, drawings, surveys, and reports in the event the College expands the services, corrects any deficiencies, or makes any repairs or renovations to the services.~~ *PB*

2. Payment

The College will pay Contractor for services properly performed under this Agreement the amounts set forth as the fees. The fees specified in the costs or itemized time and material rates along with any expenses represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The amount due to Contractor under this Agreement may not exceed ~~\$750.00~~ without the College's prior written approval.

\$4,700 per COD (\$750 for first session) PB

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act. In the event of termination by the College as hereinafter provided, Contractor will be paid for services properly rendered prior to termination as provided below. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited to the fees defined in this section.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

Page 1 of 5

3. Term

The term of this Agreement is from September 1, 2018 to June 30, 2019 unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory of the College of DuPage.

4. Indemnification

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

5. Insurance

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A-VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

1. Premises Operations
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

Workers' Compensation and Employers' Liability

As Required by Applicable Laws.

Professional Liability

\$1 million / \$1 million

Performance Specifications are

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Page 2 of 5

Required by the Contract

6. Termination

The College may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated pursuant to this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College will have no liability to the Contractor beyond the date of termination. ~~Further, if the Agreement is terminated for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement prompting the termination.~~

7. Compliance with Laws

Contractor shall observe and comply with all State of Illinois, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to the College of DuPage.

- a. Human Rights Act: To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*
- b. Drug Free Workplace: To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act, 30 ILCS 580.1 *et seq.*
- c. Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.
- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may not pay less than the prevailing wage as established pursuant to an Act regulating the wages of laborers, mechanics, and other workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- g. Non-debarment: Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

8. Entire Agreement

This Agreement represents the entire agreement between Contractor and the College and supersedes all prior negotiations or agreements, written or oral. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this

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Page 3 of 5

Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

10. No Assignment by Contractor

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

11. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

12. Conflicts of Interest

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement. Contractor further represents that it has no known and undisclosed familial relationship (as currently defined under applicable College policies) with any College of DuPage Administrator, Employee, Trustee, Committee member, or College of DuPage Foundation Board Member.

Signature Page Follows

Signature Page

This Agreement has been executed the day and year provided below.

CONTRACTOR:

Peter Burchard, LLC

Peter Burchard, President
Print Name/Title:


Signature:

46-1154138

Tax ID or FEIN

Aug 28, 2018
Date:

COLLEGE OF DUPAGE

Brian W. Caputo, Ph.D., C.P.A.
Vice President/CFO
Administrative Affairs

Vice President, Administration & Treasurer


Signature:

9/14/18

Date:

Hasse, Debra

From: Gieschen, Philip
Sent: Thursday, August 23, 2018 8:22 AM
To: Hasse, Debra
Subject: RE: instructor waiver

Hi Debbie,

I will waive the insurance requirement for this instructor.

Phil Gieschen
Coordinator of Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630/942-2993
giesche@cod.edu

CONFIDENTIALITY NOTICE: This electronic mail transmission and any documents accompanying this electronic mail transmission are intended by College of DuPage for the use of the named addressee to which it is directed and may contain information that is privileged, or otherwise confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee or a person authorized to deliver it to the named addressee. It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it immediately.

From: Hasse, Debra
Sent: Wednesday, August 22, 2018 2:47 PM
To: Gieschen, Philip <giesche@cod.edu>
Subject: instructor waiver

As requested I am sending individual emails to ask for waivers for **Peter Burchard, LLC** for both the certificate of liability insurance and endorsement page.

Peter Burchard, LLC will be a trainer in the Public Service Institute fall 2018.

The Public Service Institute began in 2017 at the result of a partnership with the DuPage Mayors and Managers. There are four tracks: Engaging Employer I and II, Leading Team I and II and Organizational Leadership I and II. Each term we will be adding additional sections.

These are open classes held on campus for government and public service employees. There is an Advisory Board to help guide the curriculum.

Training topics are soft skills, such as: ethics, employee engagement, behavioral styles, managing priorities, effective communication skills, transformational leadership and managing priorities.

Kindly approve a waiver for Peter Burchard, LLC.

Debbie Hasse, M. Ed.
Senior Manager Business Solutions
College of DuPage

(2)

Humphrey, Vera

From: Hasse, Debra
Sent: Friday, September 14, 2018 9:42 AM
To: Humphrey, Vera; Deasy, Daniel J.
Cc: Roberts, Ellen; Purchasing Forms; Greenbusch, Heather
Subject: RE: Peter Burchard \$4700 - Question

In Business Solutions we work with a number of very small, 1 - 2 people companies, who provide training on a wide range of topics; including but not limited to leadership skills, team work, communication, process improvement, etc.

The majority of the time they are presenting material they own and we hire them as a subject matter expert for a class. We do not own their materials so most will cross off and initial under #1 the end of the paragraph.

I have been asked to work with Phil to waive the insurance as appropriate for these trainers and this is now the process we currently follow.

This particular trainer was referred to me by the Public Service Training Institute Advisory Board to present in the program.

Based on his experience and areas of expertise, he will also be a trainer for upcoming sessions that are currently in development and therefore will require an adjustment in fees.

Appreciate your help.

Debbie

-----Original Message-----

From: Humphrey, Vera
Sent: Thursday, September 13, 2018 11:58 AM
To: Hasse, Debra <hassed@cod.edu>; Deasy, Daniel J. <deasyd@cod.edu>
Cc: Roberts, Ellen <roberts@cod.edu>; Purchasing Forms <PurchasingForms@cod.edu>; Greenbusch, Heather <greenbuschh@cod.edu>
Subject: Peter Burchard \$4700 - Question

Dan/Debbie,

Please see Brian's note attached and advise. Thanks.

Vera Humphrey
Administrative Assistant to the
Vice President, Administration
& Treasurer
Administrative Affairs
College of DuPage
425 Fawell Blvd. | SRC 2130 | Glen Ellyn, IL 60137-6599
Phone: 630-942-4285
Fax: 630-942-2297
Email: humphreyv@cod.edu

-----Original Message-----

From: humphreyv@cod.edu <humphreyv@cod.edu>

Sent: Thursday, September 13, 2018 8:54 AM

To: Humphrey, Vera <humphreyv@cod.edu>

Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: SRC 2130

Device Name: PRN264