



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of February, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and the Metropolitan Mayors Caucus, an Illinois not-for-profit corporation (hereinafter referred to as the “Consultant”).

RECITALS

WHEREAS, the Village intends to have professional services performed by the Consultant for the Village pursuant to the Consultant’s Scope of Work, attached hereto and incorporated herein by reference, to provide an update to the Homes for a Changing Region Report adopted by the Village in April 2012 and a comprehensive housing study (hereinafter referred to as the “Project”); and

WHEREAS, the Consultant has represented pursuant to its Scope of Work that it has the necessary expertise to perform such services for the Village and has expressed its willingness to furnish its services for the Project, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall perform all of the services as more completely set forth in the Consultant’s Scope of Work (hereinafter referred to as the “Services”). The Consultant shall may use subconsultants to provide a portion of the Scope of Work. The Consultant shall not perform any of the Services that are the subject of this Agreement without the prior written approval of the Village.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Consultant’s Scope of Work in a format customarily used in the

industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Scope of Work and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Department of Development Customer Services Director or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its Authorized Village Representative by providing the Consultant with written notice of such change which notice shall be served in accordance with Section 13 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Neil James as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be served in accordance with Section 13 of this Agreement.

2.6 The Consultant shall be an independent Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$75,000. The Consultant shall be paid in four installments not more frequently than once each month with payment tied to completion of deliverables identified in the Scope of Work ("Progress Payments"):

- Initiation of contract: \$18,750
- Completion of Phase I deliverables: \$18,750
- Completion of Phase II deliverables: \$18,750
- Completion of Phase III deliverables: \$18,750

Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a term beginning on the effective date defined herein through December 31, 2023. The Village shall have the option to renew this Agreement for one (1) additional one (1) year period in its sole discretion pursuant to the terms contained herein.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination shall be effective unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 13 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless and defend the Village and its officers, officials, employees, agents and volunteers against any and all lawsuits, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of the Consultant or its respective employees.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before

starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the Consultant shall mail fifteen (15) days' written notice to the certificate holder named to the left."

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Professional Liability:**

- i. Limits:

General Aggregate	\$2,000,000.00
Per Claim	\$2,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under Illinois Workers' Compensation Act, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

9. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

9.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

9.2. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Consultant.

10. NO COLLUSION.

10.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

11. ENTIRE AGREEMENT.

11.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

12. GOVERNING LAW.

12.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

12.2. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

13. NOTICE.

13.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Consultant:

Neil James
Metropolitan Mayors Caucus
433 W. Van Buren St., Suite 450
Chicago, Illinois 60607
Email: njames@mayorscaucus.org

13.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

13.3. Notice by email shall be effective as of date and time of email transmission, provided that the notice transmitted shall be sent on business days during business hours (8:30 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

14. BINDING AUTHORITY.

14.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

15. HEADINGS AND TITLES.

15.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

16. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

16.1 This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

17. EFFECTIVE DATE.

17.1. The Effective Date of this Agreement shall be the last date of its execution by one of the parties as reflected below.

18. AUTHORIZATIONS.

18.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

19. EQUAL OPPORTUNITY EMPLOYER.

19.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

19.2 In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for

future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

19.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

METROPOLITAN MAYORS CAUCUS

By: Kevin J. Jackson
Its: Village Manager

By: Neil James
Its: Executive Director

Dated: _____, 2023

Dated: _____, 2023

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By: Kyle Smith
Its: Housing and Community Development
Director

Dated: _____, 2023

Dated: _____, 2023