

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of February, 2023, between the Village of Oak Park, Illinois, an Illinois home rule municipal corporation, 123 Madison Street, Oak Park, Illinois 60302 (hereinafter referred to as "Village"), and Harlem Lake Marion Corporation d/b/a Downtown Oak Park, 1010 Lake Street, Oak Park, Illinois 60301, an Illinois not for profit corporation (hereinafter referred to as "DTOP"), for reimbursement of the costs of commercial area landscape services in the Downtown Oak Park Business District.

RECITALS

WHEREAS, the Village owns in-ground planting spaces and above ground landscape containers in the public right of way in the Downtown Business District; and

WHEREAS, although the Village installs landscape plantings in the public right of way in other areas throughout the Village, DTOP desires to combine its own funds with those the Village would otherwise have spent on landscaping in the Downtown Business District to install and maintain enhanced landscaping in the in-ground planting spaces and above ground landscape containers in the public right of way in the Downtown Business District; and

WHEREAS, DTOP has engaged Woodlawns Landscape Company, Inc., 1190 S Butterfield Rd, Mundelein, IL ("Woodlawns") to provide plant material and install landscaping pursuant to the Agreement attached hereto and incorporated herein by reference, and has engaged McAdam Landscaping, Inc., 2001 Des Plaines Ave., Forest Park, IL ("McAdam") to maintain the landscaping and provide various maintenance services pursuant to the Agreement attached hereto and incorporated herein by reference; and

WHEREAS, the total cost of the services to be provided to DTOP by these vendors is \$106,672.00; and

WHEREAS, the Village finds that it is in the best interests of the Village to provide reimbursement of part of the cost in the amount of \$35,626.00 in accordance with the terms of this Agreement.

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

SECTION 1 - DTOP RESPONSIBILITIES

- A. DTOP shall be responsible for the scope of work and locations set forth in "EXHIBIT 1," attached hereto and incorporated herein by reference.

- B. DTOP shall be the sole contracting party with McAdam and Woodlawns (hereinafter collectively referred to as “the Vendors”) by which agreements the Vendors will perform the various landscape and maintenance services described in their proposals, incorporated herein as though fully set forth.
- C. As a condition of receiving reimbursement for the services from the Village, DTOP shall require the Vendors to agree to a contract addendum in the forms attached hereto and incorporated herein.

SECTION 2 - PAYMENT FOR SERVICES

- A. The Village shall reimburse DTOP for the Vendors’ services in an amount not to exceed \$35,626.00. The Village will reimburse DTOP in eight (8) monthly payments of \$4,453.25 as set for in EXHIBIT 1. DTOP shall forward a request for payment to the Village which request includes invoices from the vendors demonstrating that the work was performed.
- B. The Village shall reimburse DTOP for undisputed portions of invoices within thirty (30) days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
- C. The maximum interest rate for any payment not made within thirty (30) days of approval will be 1% per month.
- D. The parties agree that the planting of seasonal landscape materials is not covered by the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

SECTION 3 - TERM OF THIS AGREEMENT

This Agreement shall remain in effect from the date it is executed by the Oak Park Village Manager as reflected below, through December 31, 2023, unless terminated earlier in accordance with this Agreement.

SECTION 4 - TERMINATION

- A. This Agreement may be terminated by the Village upon thirty (30) days prior written notice to DTOP.
- B. Mailing of such notice in the manner provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

SECTION 5 - AMENDMENTS AND MODIFICATIONS

- A. The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time.

- B. 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 DTOP.

SECTION 6 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 7 - ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto set forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 8 - GOVERNING LAW, VENUE AND SEVERABILITY

- A. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- B. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.
- C. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 9 - CAPTIONS AND SECTION HEADINGS

Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 10 - NON-WAIVER OF RIGHTS

No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

SECTION 11 - BINDING AUTHORITY

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

SECTION 12 – NOTICES

All notices required to be given under the terms of this Agreement shall be given by certified mail, personal service or email, addressed to the parties as follows:

For the Village:

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

For DTOP:

Shanon Williams
Executive Director
Downtown Oak Park
1010 Lake Street
Oak Park, Illinois 60302
Email: shanon@downtownoakpark.net

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

SECTION 13 – THIRD PARTY BENEFICIARIES

Neither McAdam nor Woodlawns shall be considered a third party beneficiary of this agreement.

SECTION 14 – COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

SECTION 15 - EQUAL OPPORTUNITY EMPLOYER

DTOP 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. DTOP 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.

In the event of DTOP'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, DTOP 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.

In all solicitations or advertisements for employees placed by DTOP, DTOP 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

VILLAGE OF OAK PARK

By: Kevin J. Jackson
Its: Village Manager

Dated: _____, 2023

ATTEST

By: Christina M. Waters
Its: Village Clerk

Dated: _____, 2023

DOWNTOWN OAK PARK

By: Shanon Williams
Its: Executive Director

Dated: _____, 2023

ATTEST

By:
Its:

Date: _____, 2023

EXHIBIT 1

Village of Oak Park – Downtown Oak Park Reimbursement Agreement

Scope of Work

DTOP agrees to contract to provide installation, maintenance, and watering of seasonal plantings in Village owned landscape containers and to provide maintenance and watering to inground landscape area at the following locations:

- On Lake Street from Harlem Avenue to east of Forest Avenue (Vantage Building frontage);
- On North Boulevard from Harlem Avenue to Forest Avenue (north side of street);
- On Ontario Street from Harlem Avenue to Marion Street (south side of street);
- On Westgate Street from Harlem to Marion Street;
- On Harlem Avenue from North Boulevard to Ontario Street (east side of street);
- On Marion Street from North Boulevard to Ontario Street;
- On Forest Avenue from North Boulevard to north of Lake Street (Vantage Building frontage);
- On Prairie Way from Harlem Avenue to Marion Street
- On Maple from Lake to North Blvd.
- The landscaping areas of the Holley Court parking structure (lot 18 and 118) including the walkway from Holly Ct to Prairie Way and all surrounding beds;
- The landscaping in and adjacent to parking lots 3 and 10.

DTOP area of responsibility is additionally outlined on the attached map.

DTOP's contractor will perform all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract.

Cost for Work

This agreement with Downtown Oak Park in the amount of \$35,626.00 provides for eight monthly payments. This is the same amount the Village would have paid to contract out the work and related items as follows:

	Per Month	Year Total
Raised Planter installation & maintenance:	\$3,205.63	\$25,645.00
In-ground landscape maintenance:	\$1,247.63	\$ 9,981.00
Total:	\$4,453.25	\$35,626.00

