



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of July, 2024, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Baker Tilly Advisory Group, LP, a limited partnership (hereinafter referred to as the “Consultant”) (the Village and the Consultant may, at times, be referred to collectively as the “Parties” or individually as a “Party”).

RECITAL

WHEREAS, the Village intends to have the Consultant provide a “Strategic Financial Management Planning Program” (hereinafter referred to as the “Project”) pursuant to the Consultant’s Proposal dated May 20, 2024 (the “Consultant’s Proposal”), attached hereto and incorporated herein by reference, the Village’s Request for Proposals dated March 15, 2024, attached hereto and incorporated herein by reference, and this Agreement.

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

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall provide the services for the Project (hereinafter referred to as the “Services”) after receiving written authorization by the Village. The Village shall approve the use of subcontractors by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all Documents (as defined below) 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 Documents substantially conform to this Agreement so long as the Village provides notice of any nonconformance of the Documents with the requirements of this Agreement within thirty (30) days following the Village’s receipt of such Documents. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant’s failure to provide any required Documents in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village Manager or the Village Manager'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 representative by providing the Consultant with written notice of such change, which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. The Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Carol Jacobs, Managing Director 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 sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent contractor 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 the Consultant. Consultant shall have no authority to bind the Village to any third-party agreement. Though the Services may include Consultant's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, the Village. 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 \$75,000.00 ("Contract Price"). The Consultant shall be paid as set forth in its Proposal. 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. The maximum interest to be charged for late payment is 1% per month or 12% per annum as provided in that Act.

3.2. The Village may, at any time by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to the Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its Services as set forth in its Proposal.

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 is effective unless the terminating Party gives the other Party not less than ten (10) calendar days' written notice pursuant to Section 18 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 Documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION AND LIMITATION ON LIABILITY.

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify, and hold harmless the Village and its officers, officials, agents, employees, and volunteers against all third-party injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs (hereinafter referred to as "Claims") incurred by the Village, its officers, officials, agents, employees, and volunteers to the extent such third-party Claim is finally determined to be caused by a negligent act or omission, willful misconduct, or fraudulent behavior in the performance of the Services by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees, and volunteers. Notwithstanding the foregoing, the Village hereby releases the Consultant, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify the Village against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the negligent acts or omissions of the Village. Furthermore,

because of the importance of the information that the Village provides to the Consultant with respect to the Consultant's ability to perform the Services, the Village hereby releases the Consultant and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services that arise from or relate to any information, including representations by management, provided by the Village, its personnel or agents, that is not complete, accurate or current.

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the Services performed under this Agreement shall not exceed the three (3) times the fees paid to Consultant for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from (i) the gross negligence, willful misconduct or fraudulent behavior of the at-fault party related to the provision of the Services hereunder or (ii) the negligence of the at-fault party in relation to this Agreement and resulting in a claim for bodily injury (including death) or damage to tangible personal property.

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, which ever 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 thirty (30) days prior written notice is given to the Consultant. The Consultant shall provide notice of any such cancellation as soon as reasonably practicable upon receipt of such notice from its insurance company. The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6.

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) **Commercial General Liability:**
 - i. Coverage to include, Broad Form Property Damage, Contractual, and Personal Injury.
 - ii. Limits:

| | |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| Personal Injury | \$ 1,000,000.00 |
 - iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

- (B) **Professional Liability:**
- i. Per Claim/Aggregate \$1,000,000.00
 - 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.
- (C) **Workers' Compensation:**
- i. Workers' compensation shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the 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.
- (D) **Comprehensive Automobile Liability:**
- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
 - ii. Limits:

| | |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|
- (E) **Umbrella:**
- i. Limits:

| | |
|---------------------------|----------------|
| Each Occurrence/Aggregate | \$2,000,000.00 |
|---------------------------|----------------|
- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services.

6.4. The Consultant understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Consultant,

shall in no way limit the responsibility to indemnify, keep, and save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers as herein provided. Except on its professional liability policy, the Consultant waives and shall have its insurers waive, its rights of subrogation against the Village and its officers, officials, employees, agents, and volunteers.

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. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands, or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. 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.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all specifications, reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of all professional Services performed under this Agreement and shall, in the event the Services do not substantially conform to the standard of care set forth in this Agreement, promptly make revisions or corrections to cure any such nonconformance resulting from any errors, omissions, or negligent acts of the Consultant without additional compensation. The Village shall notify the Consultant of any such

nonconformance in the Services within thirty (30) days of completion of the Consultant's nonconforming Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of receipt of such written notice by the Consultant. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to the performance of the Services under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any subconsultants of the Consultant, negligent, willful misconduct, or fraudulent behavior in Consultant's performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Subject to Consultant's rights in Consultant's Knowledge (as defined below), all completed tangible materials created by the Consultant specifically for the Village in connection with any or all of the Services to be provided pursuant to this Agreement (the "Documents") shall be and remain the property of the Village upon completion of the Services 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. Notwithstanding the foregoing, the Consultant will maintain all ownership right, title and interest to all Consultant's Knowledge. For purposes of this Agreement, "Consultant's Knowledge" means the Consultant's proprietary programs, modules, products, inventions, designs, data, or other

information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Consultant prior to the Effective Date of this Agreement ("Consultant's Preexisting Knowledge") (2) developed or obtained by the Consultant after the Effective Date, that are reusable from client to client and project to project, where the Village has not paid for such development; and (3) extensions, enhancements, or modifications of the Consultant's Preexisting Knowledge which do not include or incorporate the Village's confidential information. To the extent that any Consultant's Knowledge is incorporated into the Documents, the Consultant grants to the Village a non-exclusive, paid up, perpetual, royalty-free, worldwide license to use such the Consultant's Knowledge in connection with the Documents, and for no other purpose without the prior written consent of the Consultant.

11.2. The Documents and records pertinent to payment and invoicing under this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of the Services. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records, and supporting documents related to invoicing under this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. The Consultant shall make the Documents available for the Village's review, inspection, and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA") by providing any and all responsive documents to the Village.

11.3. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) request within five (5) business days after the Village issues notice of any such request to the Consultant if the production of such documents is legally required. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to any FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorneys' and witness fees, filing fees, and any other expenses) for the Village to defend any and all third-party causes, actions, causes of action, disputes, prosecutions, or conflicts to the extent finally determined to be arising from the Consultant's actual violation of FOIA. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, the Consultant shall pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

12. SAVINGS CLAUSE.

12.1. 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 it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to substantially perform or satisfy any other requirement of this Agreement, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has not reasonably commenced to cure, any such Event of Default within fifteen (15) business days after the Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may, upon notice provided by the Village to Consultant within thirty (30) days of completion of nonconforming or defective Services, require the Consultant, within such reasonable time as may be fixed by the Village depending on the complexity of the nonconformance, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other reasonable actions necessary to bring the Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination; or

14.1.4. The Village may seek to recover any damages suffered by the Village as a result of the Consultant's Event of Default.

15. NO COLLUSION.

15.1. 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 the 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 the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for any losses or damages 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.

16. ENTIRE AGREEMENT.

16.1. 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.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. The Parties expressly waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the relationship established hereunder.

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

18. NOTICE.

18.1. 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 electronic transmission 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:

Carol Jacobs, Managing Director
Baker Tilly Advisory Group, LP
4807 Innovate Lane
Madison, Wisconsin 53718
Email: carol.jacobs@bakertilly.com

18.2. 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.

18.3. Notice by electronic transmission shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic 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.

19. CONFIDENTIALITY.

19.1. With respect to the disclosure of data or other information by the Village or the Consultant, the other Party shall hold all information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and the Consultant shall never disclose or make any use of any information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Consultant's Services for the Village. Before providing any data or other information to a third party, the disclosing Party shall secure the permission of the other Party in writing to provide such data or other information to the third party.

19.2. The obligation set forth in Section 19.1 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing Party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing Party prior to its disclosure; (iii) the information is independently developed by the disclosing Party; or (iv) the information is disclosed as required by law.

19.3. The Village and the Consultant shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy. All information, documents, records, and other materials (the "Confidential Information") provided by the Village or the Consultant shall be returned to the other Party upon the request of such Party. Notwithstanding the foregoing, the recipient Party (a) will be permitted to retain a copy of such Confidential Information as may be necessary to document its consideration of the potential transaction, for the purpose of establishing compliance with applicable law or regulations (including professional standards) and for defending or maintaining any litigation (including any administrative proceeding) relating to this Agreement or the Confidential Information, provided that all such Confidential Information shall continue to be kept confidential pursuant to the terms of this Agreement; and (b) shall not be required to delete Confidential Information from back-up, archival electronic storage maintained in accordance with the recipient Party's data retention policies. Subject to the foregoing, the Consultant may disclose the Village's Confidential Information to its subcontractors and subsidiaries.

20. HEADINGS AND TITLES.

20.1. 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.

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the last date of its execution by one of the Parties as reflected below.

23. AUTHORIZATIONS.

23.1. 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 he has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of documents which evidence their legal authority to execute this Agreement on behalf of their respective Parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. 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.

24.2. 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.

24.3. 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.

25. DATA PRIVACY AND SECURITY.

25.1 To the extent the Services require Consultant to receive personal data or personal information from the Village, the Consultant may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. The Consultant's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Village, such as the Consultant’s tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which the Consultant or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the

secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. The Consultant is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to the Village's personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of the Village, the Consultant shall, unless otherwise permitted by applicable privacy law, (a) follow Village instructions; (b) not sell personal data or personal information collected from the Village or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Village's engagement and not for the Consultant's own commercial purposes; and (d) cooperate with and provide reasonable assistance to the Village to ensure compliance with applicable privacy laws. The Village is responsible for notifying the Consultant of any applicable privacy laws the personal data or personal information provided to the Consultant is subject to, and the Village represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize the Consultant to process such information in connection with the Services described herein. Consultant is responsible for notifying the Village if the Consultant becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit the Village to take reasonable and appropriate steps to remediate personal data or personal information processing. The Village agrees that the Consultant has the right to generate aggregated/de-identified data from the accounting and financial data provided by the Village to be used for Consultant business purposes and with the outputs owned by the Consultant. For clarity, the Consultant will only disclose aggregated/de-identified data in a form that does not identify the Village, Village employees, or any other individual or business entity and that is stripped of all persistent identifiers. The Village is not responsible for the Consultant's use of aggregated/de-identified data.

25.2 Consultant has established information security related operational requirements that support the achievement of Consultant's information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in the Consultant's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define the Consultant's approach to how systems and data are protected. The Village is responsible for providing timely written notification to the Consultant of any additions, changes or removals of access for Village personnel to Consultant provided systems or applications. If the Village becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, the Village should timely notify Consultant via email at dataprotectionofficer@bakertilly.com.

26. CONSULTANT'S ENTITY.

26.1 Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory

Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

**[REMAINDER OF 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 dates set forth below.

VILLAGE OF OAK PARK

Baker Tilly Advisory Group, LP

By: Kevin J. Jackson
Its: Village Manager

By: Carol Jacobs
Its: Managing Director

Date: _____, 2024

Date: _____, 2024

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2024

Dated: _____, 2024