

ORIGINAL

FUNDING GRANT AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND THE OAK PARK REGIONAL HOUSING CENTER

THIS FUNDING GRANT AGREEMENT (hereinafter referred to as "Agreement") is entered this 3 day of March, 2021, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and the Oak Park Regional Housing Center (hereinafter referred to as "Grantee"), an Illinois not-for-profit corporation.

RECITALS

WHEREAS, the Grantee is an Illinois not-for-profit corporation organized for the purpose of enhancing and promoting arts in the community; and

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, units of local government entering into such agreements may use their credit, revenues, and other resources to pay costs and to service debt related to activities which promote a public purpose; and

WHEREAS, on November 4, 1984, the Village adopted Ordinance Number 1984-0-68 "Providing Incentives to Discourage Unlawful Steering Practices to Counteract the Effects of Discrimination, and to Provide Prospective Renters with Information Concerning Available Housing to Expand Their Housing Choices;" and

WHEREAS, the Ordinance, in part, provides for the Village to contract with an agent or agents of its choice to affirmatively market the rental units of those owners of multiple-family dwellings with four or more units within the Village who have contracted with the Village for this service; and

WHEREAS, the Grantee, a community service agency in existence since 1972, has the overall goal of achieving racially diverse housing patterns and encouraging the quality maintenance and management of rental housing within the Village and has the capability of providing the affirmative marketing services required by the Village at this time; and

WHEREAS, the parties desire to enter into this agreement to provide funding for the Grantee's program to achieve racial diversity in Oak Park's housing market. The parties expect that by providing the services in this agreement, the Housing Center will make measurable strides toward the parties' mutual goal of stimulating the housing market and creating housing demand in the Village; and

WHEREAS, the Grantee has failed to provide a 2019 audit and an accurate profit and loss statements as required by the Grantee's 2020 Funding Grant Agreement; and

WHEREAS, the Grantee must comply with all remaining and outstanding requirements under the 2020 Funding Grant Agreement prior to the execution and effectiveness of this 2021 Funding Grant Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Village and the Grantee agree as follows:

1.0. RECITALS INCORPORATED.

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

2.0. TERM OF AGREEMENT.

2.1. Grantee shall perform the Project pursuant to this Agreement beginning on the effective date as defined herein and ending on December 31, 2021, unless earlier terminated by either party as set forth herein.

3.0. PAYMENTS TO GRANTEE.

3.1. In consideration of the Grantee undertaking and performing the Project, the Village shall pay to Grantee \$300,000, payable as set forth in Exhibit 1, provided that the Grantee has performed its obligations pursuant to this Agreement. Grantee shall submit an invoice to the Village together with a progress report on Grantee's completion of the Project goals, which invoice will be paid upon approval as provided herein.

3.2. Payments pursuant to this Agreement are subject to availability of funds and their appropriation and authorized expenditure pursuant to applicable law. The Village's obligations shall cease immediately without penalty or liability for further payment, if, the Village or any other funding source fails to appropriate, budget or otherwise make available sufficient funds for this grant.

3.3. Payments to Grantee under this Agreement shall be made payable in the name of Grantee and sent to the following person and place, or directly deposited into a financial account maintained by the Grantee:

Executive Director
Oak Park Regional Housing Center
1041 South Boulevard
Oak Park, Illinois 60302

Grantee may change the person to whom payments are sent, or the place to which payments are sent, by delivering thirty (30) days prior written notice pursuant to Section 24.0 of this Agreement.

3.4. The Village's financial obligation under this Agreement shall not exceed the grant amount set forth in Section 3.1 of this Agreement.

4.0. SCOPE OF SERVICES.

4.1. The Grantee shall perform the services and make a good faith effort to achieve the goals set forth in the description of services attached hereto as Exhibit 2 and made a part hereof.

5.0. ADHERENCE TO VILLAGE POLICIES.

5.1. The Grantee shall adhere to the policies set forth in the Addendum to the Agreement, attached hereto as Exhibit 3, or, in the alternative, that it will have adopted policies of its own which are in substantial compliance with the policies set forth in the Addendum, attached hereto as Exhibit 3.

5.2. All such Grantee policies require prior review and approval by the Village before the Grantee can substitute adherence to its own policies for adherence to the Village policies set forth in Exhibit 3. Such policies may be submitted to the Village for review and approval prior to the execution of this agreement or at any time during the term of this agreement.

5.3. The Village shall provide the Grantee with timely written approval or disapproval of all such policies submitted by the Grantee. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village policy set forth in Exhibit 3. The Grantee may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

5.4. The Grantee shall be obligated to adhere to the policies set forth in Exhibit 3 until such time as its own written equivalent policy or policies have been filed with and approved by the Village.

5.5. The Grantee shall be obligated to submit any change in, or amendment to, such approved policy during the term of this agreement to the Village for its approval in the same manner as if it were submitting an entire new policy to the Village for its review and approval.

5.6. The Grantee shall not provide any salary, benefit, or compensation increases or bonuses of any kind for its employees, including, but not limited to, cost of living adjustments, or merit increases, during the term of this Agreement.

6.0. GRANTEE'S AUTHORITY.

6.1. Grantee warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses the legal authority to apply for this grant and to execute this Agreement. Any person binding the Grantee shall, when

required, provide written evidence of the legal authority for his or her agency. The Grantee acknowledges that it has read, understood and agreed to all provisions of this Agreement.

7.0. GRANTEE'S RESPONSIBILITIES.

7.1. At the Village's request, Grantee shall also submit such written or verbal reports as reasonably deemed necessary by the Village Manager or the Village Manager's designee while this Agreement is in effect.

7.2. In connection with the foregoing and other actions to be taken under this Agreement, Grantee hereby designates Executive Director Athena Williams 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 Grantee and with the effect of binding Grantee. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of Grantee as having been properly and legally given by the Grantee. Grantee 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 24.0 of this Agreement.

7.3. Grantee shall provide the Village with a copy of its current strategic plan which shall include the date of adoption of the plan with the date of said plan's last adoption and any updates/amendments to the plan. If a schedule is in place to update said strategic plan on a regular basis, Grantee shall provide the Village with the schedule. If a Grantee does not have an adopted strategic plan, Grantee shall provide the Village with a schedule showing when a strategic plan will be adopted and said schedule shall be provided to the Village six (6) months prior to the expiration of the term of this Agreement.

7.4. Grantee shall cooperate with the Village's branding and marketing program coordinated by the Oak Park Economic Development Corporation (Oak Park EDC) by participating in the marketing meetings, scheduled by the Oak Park EDC and utilizing the materials developed pursuant to the marketing meetings in the Grantee's marketing materials to the public when communication to the public the activities of the Grantee.

8.0. STATUS OF GRANTEE AND GRANTEE'S PERSONNEL OR CONTRACTED AGENTS.

8.1. Grantee shall be an independent contractor to the Village. Grantee shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Project.

8.2. All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be Grantee's employees, or contracted agents, and shall in all respects be subject to Grantee's rules and regulations governing its employees. Neither the Grantee, nor

its personnel, nor its contracted agents shall be considered to be agents or employees of the Village.

9.0. THE GRANTEE'S BUSINESS ORGANIZATION.

9.1. During the term of this Agreement, Grantee shall maintain its registration to do business in the State of Illinois with the Illinois Secretary of State, and be incorporated as an Illinois not-for-profit corporation. Grantee shall also be registered with the United States Internal Revenue Service and approved to operate as a tax-exempt organization pursuant to 26 U.S.C. § 501(c)(6), commonly referred to as "501(c)(6)," as amended.

9.2. Grantee shall hire and maintain a qualified and competent staff to provide all management and administrative services necessary to accomplish the Project.

9.3. Grantee's Finance Committee shall oversee the expenditure of the funding grants provided pursuant to this Agreement.

9.4. Grantee shall operate in accordance with this Agreement, Grantee's articles of incorporation and by-laws, and actions of Grantee's board of directors.

10.0. FINANCIAL RECORDS.

10.1. At any time during the term of this Agreement, the Village shall have the right to examine Grantee's financial records with reasonable notice, during regular business hours, with regard to the funds provided pursuant to this Agreement. The Village's requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the Village or other parties, which in the Village's opinion, require the information.

10.2. Grantee is accountable for all Village disbursed funds under this Agreement. Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the expenditure of all funds provided by the Village under this Agreement. Grantee shall maintain effective control and accountability over all funds disbursed and equipment, property, or other assets acquired with Village funds. Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have not been unlawfully spent.

10.3. Grantee shall maintain for a minimum of five (5) years following the latter of the expiration or termination of this Agreement, or longer if required by law, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records and supporting documents related hereto shall be available for inspection and audit by the Village, or any duly authorized Village representative, and Grantee agrees to cooperate fully to

accomplish any such audit. Grantee shall provide full access to all relevant materials and to provide copies of same upon request.

10.3.1. Grantee shall cooperate with the Village and provide the Village, when requested, with access to data, information and documentation pertaining to the Project.

10.3.2. The Village shall have the right to audit any records necessary to permit evaluation and verification of the Grantee's compliance with the requirements of this Agreement throughout the term of the Agreement and for a period of five (5) years after any payment, or longer if required by law.

10.3.3. The Village shall have the right to interview any of the Grantee's current and former employees, as related to this contract, during the audit.

10.3.4. Grantee shall provide the Village with adequate and appropriate workspace, with access to photocopy machines, during any audit.

10.3.5. Grantee shall provide the Village with copies of all requested records in a computer-readable format (if available) as well as hard copy.

10.4. If any of the services to be performed under this Agreement are subcontracted, Grantee shall include in all subcontracts a provision that the Village, or any duly authorized representative of the Village, shall have full access to and the right to examine any pertinent books, documents, papers and records of any subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement.

11.0. FINANCIAL DISCLOSURES.

11.1. If required by law, Grantee shall conduct an annual audit by an independent audit/accounting firm, which is licensed by the State of Illinois to conduct an audit in accordance with generally accepted auditing standards within six (6) months after the end of Grantee's fiscal year. The audit shall include all income received by Grantee, disbursements by Grantee, and all investment transactions for the prior fiscal year. Grant funds shall be included in Grantee's annual audit. If applicable by law, a copy of the audit report shall be provided to the Village within thirty (30) days of Grantee's receipt of the audit report.

11.2. The Village shall process a payment of \$75,000 to the Grantee under the 2020 Funding Grant Payment immediately. The Grantee shall provide all outstanding 2020 Funding Grant Agreement financial disclosures to the Village, including the submission of a full financial audit for calendar year 2019 and accurate 2020 profit and loss statements, no later than April 15, 2021 in order to be eligible for the remaining funds due under the 2020 Funding Grant Agreement by the Village, which equals \$225,000.

11.3. The Grantee must complete and provide to the Village all outstanding financial disclosures set forth in Section 11.2 above and provide a financial audit for 2020 no later than July 1, 2021 in order to receive full funding under this 2021 Funding Agreement.

12.0. PROCUREMENT OF CONSTRUCTION AND PROFESSIONAL SERVICES; ACQUISITION OF EQUIPMENT.

12.1. The Grantee shall procure all construction and professional services, and acquire assets and materials financed in whole or in part with grant funds provided hereunder, through written, contractual agreement(s).

12.2. In the event that Grantee ceases to exist, all such assets, equipment, and materials purchased with Village funds shall become Village property.

13.0. UNEXPENDED FUNDS.

13.1. Any unexpended funds provided by the Village pursuant to this Agreement shall be maintained in a federally insured account by Grantee and shall be returned to the Village within thirty (30) days of the expiration of this Agreement.

13.2. Upon dissolution of Grantee's corporation or termination of this Agreement, any unexpended funds originally provided by the Village to Grantee shall be immediately returned to the Village. Funds which have already been obligated by Grantee at the time of the dissolution of Grantee's corporation or at the time of Grantee's receipt of the Village's notice to terminate this Agreement, shall not be considered as "unexpended funds" for purposes of this Section 11.0. Upon dissolution, Grantee shall notify the Village of the name of the individual or entity responsible for winding up its affairs.

14.0. LEGAL COMPLIANCE.

14.1. In addition to complying with the statutes and regulations specifically referenced in this Agreement, Grantee is responsible for determining the applicability of, and complying with, any other laws, regulations or ordinances.

14.2. Grantee shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice.

14.3. Grantee shall take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer,

termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.

14.4. All applicable federal, state and local laws, rules and regulations applicable to this Agreement shall be deemed to be included in this Agreement as though fully set forth herein. Except where expressly required by applicable laws and regulations, the Village shall not be responsible for monitoring Grantee's compliance.

14.5. Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in its performance of this Agreement.

14.6. Grantee shall comply with the policies set forth in the Addendum to this Agreement (hereinafter referred to as "Village Policies"), attached hereto and incorporated herein, or, in the alternative, that it has adopted policies of its own which are in substantial compliance with the Village Policies. All such Grantee policies require prior review and approval by the Village Manager or the Manager's designee. The Village shall provide Grantee with timely written approval or disapproval of all such policies submitted by Grantee. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village's Policies. Grantee may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village. Grantee shall comply with the Village Policies until such time as its own written equivalent policy or policies have been approved by the Village. Grantee shall be obligated to submit any change in, or amendment to, such approved policy during the term of this Agreement to the Village for its approval in the same manner as if it were submitting a new policy to the Village for approval.

14.7. The Village is authorized to conduct reviews and conduct other procedures or practices regarding Grantee's compliance with this Section 14.0. Grantee agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the non-discrimination provisions of this Section 14.0.

15.0. TERMINATION; SUSPENSION.

15.1. This Agreement may be terminated without cause by either party upon providing ninety (90) days written notice pursuant to Section 24.0 of its intention to terminate said agreement.

15.2. During the term of the Agreement, the Village may terminate the agreement for cause or suspend payments of grant funds due to: (1) use of funds in a manner inconsistent with this Agreement; (2) Grantee's failure to submit required documents pursuant to this Agreement; (3) Grantee's submission of incorrect or incomplete reports; or (4) Grantee's failure to perform in accordance with this Agreement.

15.3. In the event the Village elects to terminate this agreement for cause or to suspend payments under this agreement for any reason set forth in this Agreement, the Village shall provide written notice pursuant to Section 24.0 to Grantee of its intention to terminate this Agreement for cause or suspend payments if Grantee fails to cure the noted deficiency within thirty (30) days after receipt of the notice. The written notice shall provide Grantee with a description of the alleged deficiency, and Grantee shall be afforded an opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination or suspension of payments. If Grantee fails to adequately refute the alleged deficiency, or fails to correct the deficiency within thirty (30) days of the Village's notice, the Village may terminate or suspend payment of any funds to be provided pursuant to this Agreement.

15.4. The Village's obligations under this Agreement shall cease immediately without penalty of further payment being required if the Village or other funding source fails to, budget, appropriate, or otherwise make available sufficient funds for this Agreement. In the event a lack of funding occurs in full or in part, the Village shall give the Grantee written notice pursuant to Section 24.0, which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and changes in the approved budget.

16.0. INDEMNIFICATION AND INSURANCE.

16.1. To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless the Village, its officials, officers, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorneys' fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers and employees to the extent arising out of Grantee's performance of this Agreement, except for the negligence of the Village, its officials, officers, employees, or volunteers.

16.2. Grantee shall, at Grantee'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 16.0. Grantee shall furnish Certificates of Insurance to the Village before starting work pursuant to this Agreement. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized 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 (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Grantee shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 16 and indemnify, hold harmless and defend the Village, its officials, officers, employees, attorneys and volunteers as set forth in this Agreement.

16.3. 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. Cover all claims arising out of Grantee's operations or premises, anyone directly or indirectly employed by Grantee.

(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 Services, and in case work is sublet, Grantee shall require each subcontractor similarly to provide workers' compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, Grantee shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

- i. Coverage to 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
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(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (F) The Village, its officers, agents, employees and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation. Grantee 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, employees, and volunteers.

16.4. The Village and Grantee 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 Project.

16.5. Grantee understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided. Grantee waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, employees, agents and volunteers.

17.0. COVENANT NOT TO SUE.

17.1. Grantee forever releases and discharges the Village, its officials, officers, agents, employees and volunteers from all claims, demands, damages, actions or causes of action which arise out of the Village's performance of this Agreement.

17.2. Grantee covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, officers, agents, employees or volunteers for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Grantee may sustain arising out of the Village's performance of this Agreement.

18.0. NON-WAIVER OF RIGHTS.

18.1. Any failure on the part of the Village to exercise any right under this Agreement shall not be construed as a waiver of that right.

19.0. NON ASSIGNMENT AND SUCCESSORS IN INTEREST.

19.1. This Agreement shall not be assigned, sublet, or transferred by either party hereto.

19.2. The parties each bind themselves and their successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement.

19.3. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and Grantee.

20.0 MODIFICATION AND AMENDMENT.

20.1. This Agreement may only be amended or modified by a written instrument, signed by the parties hereto, other than modifications required by changes in federal or state law or regulations or required by Village ordinance applicable to this Agreement. No amendment or

modification of this Agreement shall be valid or enforceable unless in writing and signed by the authorized representatives of the parties.

20.2. This Agreement is subject to such modifications as the Village determines may be required by changes in federal, state or local law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Village shall notify the Grantee of any change in law or regulation which it has notice.

21.0. CONFLICT OF INTEREST.

21.1. The Grantee shall establish safeguards to prohibit its officers, directors, agents and employees from using Village funds for their own private use.

21.2. No Village officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement.

21.3. The parties acknowledge and agree that Village officers and employees may serve as directors and volunteers of the Grantee and their service shall not be deemed to be a conflict of interest.

21.4. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Project pursuant to this Agreement. Grantee further covenants that in the performance under this Agreement, no person having a conflict of interest shall be employed by Grantee.

22.0. NO COLLUSION.

22.1. Grantee hereby represents and certifies that Grantee 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 Grantee 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.* Grantee 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 Grantee has in procuring this Agreement, colluded with any other person, firm, or corporation, then Grantee 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.

23.0. GOVERNING LAW AND VENUE.

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

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

24.0. NOTICE.

24.1. 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:

If to Grantee:

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

Executive Director
Oak Park Regional Housing Center
1041 South Boulevard
Oak Park, Illinois 60302
Email: awilliams@oprhc.org

24.2. 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.

24.3. Notice by email shall be effective as of date and time of email, 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 the email is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

25.0. ENTIRE AGREEMENT.

25.1. This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

25.2 There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

26.0. SAVINGS CLAUSE.

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

27.0. CAPTIONS AND PARAGRAPH HEADINGS.

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

28.0. AUTHORIZATIONS.

28.1. Grantee's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Grantee's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement. Grantee and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement.

29.0. HEADINGS AND TITLES.

29.1. 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.

30.0. COUNTERPARTS; OR PDF SIGNATURES.

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

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

31.0 EFFECTIVE DATE.

31.1. The effective date of this Agreement as reflected above and below shall be the date that the Village Manager executes the Agreement on behalf of the Village subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK



By: Cara Pavlicek
Its: Village Manager

Date: 3/3, 2021

ATTEST



By: Vicki Scaman
Its: Village Clerk

Date: 3/3, 2021


OAK PARK REGIONAL HOUSING CENTER



By: Athena Williams
Its: Executive Director

Date: Mar 3, 2021

ATTEST



By: Michael Stewart
Its: Associate Director

Date: March 3, 2021

**REVIEWED AND APPROVED
AS TO FORM**



LAW DEPARTMENT

MAR 02 2021

EXHIBIT 1
FUNDING SCHEDULE - 2021 BUDGET
Oak Park Regional Housing Center

Monthly Bills are Paid in Arrears and Submitted and Paid the Following Month

Month	CDBG Fund		General Revenue Funds	TOTAL
	Public Services	Administrative Support/Cap Funds	Administrative Support	
January	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
February	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
March	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
April	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
May	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
June	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
July*	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
August*	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
September*	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
October	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
November	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
December	\$ 6,083.33	\$ 7,536.50	\$ 25,000.00	\$ 38,619.83
Total Monthly Payments	\$ 73,000.00	\$ 90,438.00	\$ 300,000.00	\$ 463,438.00
TOTALS	\$ 73,000.00	\$ 90,438.00	\$ 300,000.00	\$ 463,438.00

All payments subject to Reimbursement Requests of Actual Costs Incurred by Agency

EXHIBIT 2
OAK PARK REGIONAL HOUSING CENTER
SCOPE OF SERVICES
PROGRAM GOALS AND MEASURES

A. Program Goals

1. The Oak Park Regional Housing Center (“Housing Center”) completed a strategic plan for the organization in 2019. The Housing Center will continue to work with formed committees of consultants, staff, and community stakeholders to develop a plan of execution to present to the Village by July 31, 2021. Upon completion of this new community led Strategic Plan, the Village and the Housing Center will meet to determine if further refinement to the Scope of Services, Program Goals and Measures is necessary and will submit such documents to the Village Board for review and approval as applicable.

2. The Housing Center will develop a comprehensive rental marketing program plan. The Housing Center is encouraged to utilize the marketing materials developed by the Oak Park Economic Development Corporation (Oak Park EDC) www.opwhereelse.com and funded by the Village. The marketing plan’s goal will be to attract racially diverse clients to the Village and shall at a minimum include the following:

- a. A plan for the Housing Center to conduct outreach efforts to attract/counsel clients from all racial groups through marketing to area employers/institutions;
- b. The provision of counseling services to clients and listings of apartments to encourage affirmative moves to Oak Park;
- c. The guidance of clients to available apartments;
- d. A plan to refer home buyers to area realtors;
- e. The provision of an evaluation of potential buildings/building owners to participate in the Multi-family Housing Incentives Program for review by the Village’s Housing Programs Advisory Committee; and

The Housing Center shall include the Village's official logo and the message "made possible with support from the Village of Oak Park" on all marketing materials as they relate to this contract, not including paid advertisements.

3. The Housing Center shall cooperate with the Village and participate in activities and reviews as requested in response to the implementation of any and all recommendations of the Village's Fair Housing Task Force as adopted by the Village Board and assigned to the Village Manager or her designee for implementation.

4. The Housing Center shall continue to reduce its reliance on Village funding. The Village will provide the Housing Center with \$50,000 to hire a Development Coordinator. The Housing Center will provide the Village with a resume of the employment of the new Development Coordinator. The Development Coordinator will be responsible for working with the Housing Center's Executive Director on the Housing Center's fundraising activities. The Housing Center will provide a list of fundraising activities for the year upon the hiring of the Development Coordinator.

5. The Housing Center shall serve as a designated marketing agent for the Village's Multi-Family Housing Incentives Program and Small Rental Rehabilitation Program fostering racial diversity in the apartment buildings that are participants.

a. Each Marketing Services Agreement entered into between the Village and an owner participating in the Multi Family Incentive Program ("Program") authorized by the Incentives Ordinance (Ordinance Number 1984-0-68) shall specify the Housing Center as the Village's designated marketing agent and the Housing Center will be promptly provided with a copy of that Agreement by the Village.

b. The Marketing Services Agreement shall specify the Housing Center as the Village's designated marketing agent. Whenever a building owner has a unit which the owner knows is or will become vacant in any of his/her buildings included in the Marketing Services Agreement, the owner shall immediately

notify the Housing Center, which shall in turn notify the Village immediately of such a vacancy.

c. The Housing Center will develop and implement a Marketing Plan to affirmatively promote all the units in the Program and shall at all times follow the provisions and purposes of the Incentives Ordinance in cooperation with the Village. The Housing Center will provide the Village with a copy of the Marketing Plan.

d. In connection with its marketing of units in the program, the Housing Center shall employ special outreach efforts for all buildings in the Program, including inspection and previewing units prior to showing them to prospective tenants, counseling clients, distributing the Village's Model Lease Addendum to all clients, using guide services where appropriate, recording showings, and performing other services to aid the affirmative marketing of units in the Program. The Housing Center shall advise clients as prospective tenants for units in the Program as to the reasonable qualifications set forth by the owner.

e. The Housing Center shall show units to counseled clients and shall refer all counseled clients who wish to apply to rent a unit in the Program to the owner or owner's agent and shall keep records on inspections and showings, but shall have no duties or obligations with regard to the actual rental process.

f. The Village will refer to the Housing Center any inquiry from Program participants concerning the Marketing Services provided by the Housing Center. If the inquiry from a Program participant is not resolved to his/her satisfaction, then the Village and the Housing Center will address the matter jointly with the Program participant.

6. During the term of the Agreement between the Village and Housing Center, the Housing Center shall perform the following affirmative marketing goals:

a. The Housing Center will register a combined total of 1500 individuals for the services stated in this Agreement and will provide the Village with information on those individuals based on race and community of origin.

b. The Housing Center will register and or record an additional 1500 inquiries for services provided by OPRHC through online or phone call inquiries, reception walk-in, community engagement, community referral to partner and or other Oak Park Community agencies.

c. The Housing Center will provide quarterly community fair housing education events and/or sessions on integrated living patterns. The Housing Center will provide the Village with a copy of the agenda for such events and a list of attendees.

d. The Housing Center will partner with community agencies such as Housing Forward, to assist with finding apartments for their clients as well as providing financial literacy for those clients that need financial education support.

e. The Housing Center will re-launch its program, Neighbors Knowing Neighbors (NKN), to effectively work with the three distinct racial groups in Oak Park (Blacks, People of Color, and Whites), in an effort to address the social unrest and injustices while creating a platform for community racial healing and transformation. Neighbors knowing Neighbors is also structured to ensure that OPRHC, the foundation and agent of the Village of Oak Park, can ensure that we work to confirm the Village of Oak Park's Diversity Statement. In addition, NKN will work with the members of the Austin Community of Chicago to create a campaign called "Blur the Border", which is to tear down the invisible wall between Austin and Oak Park.

f. The Housing Center will effectuate 500 moves within the Village during the term of this Agreement. For each move, the Housing Center will use commercially reasonable best and agreed upon efforts to report on the race of the individual, community of origin and if the move involved a unit enrolled in the Multi-family Housing Incentives Program.

g. The Housing Center will effectuate 250 affirmative moves within the Village during the term of this Agreement. An affirmative move is defined as a move of any African-American household in any building west of Ridgeland Avenue or north of Garfield (counseling location #1) and any other move east of Ridgeland or south of Garfield (counseling location #2). By March 1, 2021, the Village's Development Customer Services Department shall prepare a map at the block level showing which blocks within each counseling location in which the Housing Center should focus its affirmative marketing efforts. The map shall be prepared using occupancy data obtained from multi-family owners as part of the owner's annual licensing requirements. For each affirmative move, the Housing Center will use commercially reasonable best and agreed upon efforts to report on the race of the individual, community of origin and if the move involved a unit enrolled in the Multi-family Housing Incentives Program.

7. By June 30, 2021, the Housing Center will establish an online client management system that allows building owners to list units within their buildings for rent and will allow registrants to search active listings.

8. Over time, with quarterly report check-ins, the Housing Center will also create an app for renters to access affirmative listings via websites such as Zillow via a new online portal "Move Smart" or similar new technology. The new technology will allow a prospective tenant to search for housing opportunities that will increase integration within the Village.

B. Timing and content of Reports:

1. The Housing Center shall cooperate with any evaluation conducted by the Village with regard to its services under this Agreement. The evaluation will be quantitative and descriptive and available to the Village and the Housing Center.

2. The Housing Center shall provide the Village during the term of this Agreement with the Housing Center's quarterly reports covering Village funded activities. The reports and any other service delivery program items pertinent to our

mutual working relationship will be discussed in monthly coordination meetings between the Village's Director of Development Customer Services and the Housing Center. The Quarterly reports will be due on the same schedule as the CDBG program quarterly reports, within 30 days of the end of each quarter ending on March 31, June 30, September 30, and December 31.

If the Housing Center is delinquent in the quarterly reporting requirements under this Agreement, the Village may enforce the termination or suspension provisions of Section 15.0 of the Agreement. The Village Manager will send a copy of any notice pursuant to Section 15.0 to the Village Board.

3. The Housing Center will use the attached Agency Update Report form as a cover sheet for delivering quarterly updates, audits, annual financials, and any other required deliverables to the Village. Specific content and formats for these reports will be agreed upon by the Housing Center and the Village.

4. When in progress, quarterly reports for the Multi-family Housing Incentive Program shall at a minimum include the following:

a. Monthly activity reports that demonstrate the activity for each building in the Multi-Family Housing Incentives Program including the date of listing; date inspected and approved; and the number of showings.

i. Quarterly draw requests will include actual expenditures including detailed staff employment summary, as well as applicable receipts and invoices of expenses for the draw-down of all Village funds;

ii. Quarterly reports showing number and location of rental buildings with listings by unit with Housing Center, number of individuals who have registered services, the number of inquiries for services and the method of inquiry, number of affirmative moves including community of origin;

b. Reports on quarterly fair housing events; and

c. Reports on fundraising activities as outlined in the Fundraising Plan.

5. No later than July 31, 2021, the Housing Center shall provide the Village with a year-do-date financial statement, including a statement of income and expenses and a balance sheet. The Housing Center shall also submit any amended budgets approved by its Board of Directors. The year-to-date financial statements shall breakdown expenses by administration, program and capital expenditures.

6. By March 15, 2021, the Housing Center shall provide the Village with a detailed list of fundraising activities for the year.

7. By March 15, 2021, the Housing Center shall provide the Village with a list of all Village funded positions of the agency with appropriate job descriptions.

8. By March 15, 2021, the Housing Center shall provide the Village with documentation of its operating hours.

9. By April 15, 2021, the Housing Center shall provide the Village with its Marketing Plan.

10. By March 15, 2021, the Housing Center shall provide the Village with a statement setting forth the parameters and rates for guide fees and rental bonuses if being used.

C. The Housing Center shall not become involved in landlord-tenant disputes and shall refer any such dispute to the Village's Community Relations Department.

ADDENDUM TO AGREEMENT

The Contractor shall comply with the terms and conditions set forth herein. Any violation of the terms and conditions set forth herein shall subject the Contractor, at the Village's discretion, to possible contract termination or suspension of payments in accordance with the Agreement.

A. Conflicts of Interest and Standards of Conduct.

The Contractor shall adhere to the "Conflicts of Interest and Standards of Conduct" set forth below or to such equivalent policies of the Contractor as has been reviewed and approved by the Village in accordance with the Agreement.

Conflicts of Interest and Standards of Conduct

1. **Compensation**: Members of the Board of Directors shall serve without salary, but the Board of Directors may authorize payment of the reasonable expenses incurred by such members in the performance of their duties.
2. **Impartiality**: Every director and employee shall perform his or her duties with impartiality and without prejudice or bias in furtherance of the goals, objectives and contractual obligations of the Contractor. No director or employee shall, in the performance of his or her duties on behalf of the Contractor, grant or make available to any person or entity, including other directors or employees of the Contractor, any consideration, treatment or service beyond that which is available to every other similarly situated person or entity served by the Contractor.
3. **Conflict of Interest**: No director or employee shall engage in any business transaction or shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of the Director's official duties in the interest of the Contractor or which may tend to impair his/her independence of judgment or action in the performance of his/her official duties.
4. **Interest in contracts**: No director or employee shall have any financial or personal interest, directly or indirectly, in any contract, work or business with the Contractor except that a director may provide materials, merchandise, property, services or labor under the following circumstances:
 - a. The contract is with a person, firm, partnership, association, or corporation in which the director has less than a 7.5% share in the ownership, and the aggregate of any contracts awarded to the director or the director's firm, association, partnership or corporation under this subsection (b) during the same fiscal year does not exceed \$25,000; or

- b. The contract does not exceed \$2,000, and the aggregate of any contracts awarded to the director or the director's firm, association, partnership or corporation under this subsection (a) during the same fiscal year does not exceed \$4,000; or
- c. The contract is with a person, firm, partnership, association or corporation in which the director has less than a 1% share in ownership; or
- d. The Contractor is not a party to the contract, and the contract is with a person or entity served by the Contractor as a part of its corporate purpose.

Any contract awarded under this Section 4 must comply with the Contractor's policies concerning competitive bidding and outreach to women and minority business enterprises.¹

- 5. In the event that the Board of Directors considers taking any action, including but not limited to entering into a contract in which any director has any financial or personal interest, direct or indirect, which may reasonably tend to impair the director's independence of judgment or action in the best interests of the Contractor, the director shall:
 - a. Before consideration of the proposed action, publicly disclose any such interest to the Board of Directors; and
 - b. Refrain from evaluating, recommending, approving, deliberating or otherwise participating in negotiation, approval or both of the contract or work; and
 - c. Abstain from voting on the proposed action; and
 - d. The contract must be approved by a majority of the Board of Directors.

For purposes of this Section, personal interest shall include the financial interest of the spouse and minor children of the director, but shall not include any interest that a director may have in a proposed general policy of the Contractor solely by virtue of his business or profession.²

- 6. Disclosure and/or Use of Confidential Information: No director or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Contractor or use such information to advance the financial or other private interest of the director, or employee or others.

¹ The exceptions in Section 4 are drawn from 65 ILCS 5/3.1-55-10.

² The final sentence in Section 5 is intended to ensure that a board member who may be a landlord, realtor, banker, etc., is not prevented from voting on general policies that may have some impact, direct or indirect, on all members of that profession.

7. Corporate Property: No director or employee shall request, permit or engage in the unauthorized use of the Contractor's funds, vehicles, equipment, materials or property of personal convenience or profit.

B. Procurement Policy.

The Contractor shall comply with the provisions set forth below relating to the procurement of goods and services which are funded, in whole or in part, by the Village or through the Village as funding agent, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with the Agreement.

1. **All Contracts for Goods and Services Require the Approval of the Board of Directors; Exceptions.** No contract shall be made for goods or services when the total cost exceeds ten thousand dollars (\$10,000.00), unless such contract shall have been authorized by the Board of Directors. Whenever the total cost of such contract shall not exceed, in any one case, one thousand dollars (\$1,000.00), the Executive Director or his or her designee (hereinafter "Executive Director"), without such previous authorization, shall cause the same to be purchased upon his or her written order; and further provided that when the total cost thereof shall exceed one thousand dollars (\$1,000.00) but shall not exceed ten thousand dollars (\$10,000.00), the Executive Director may cause the same to be purchased without previous authorization in like manner, but the Executive Director shall first obtain in writing, whenever possible, at least three (3) informal quotes to furnish same, which quotes shall be attached in every case to the accounts payable vouchers authorizing payment for such goods or services and filed with the financial records of the Contractor. All contracts shall be let to the lowest responsible bidder, provided that any and all informal quotes for equipment, supplies or repair work may be rejected by the Executive Director if the character or quality of the goods or services does not conform to requirements. In determining the lowest responsible bid or quote, other factors, in addition to cost, such as experience, availability, expertise, resources, work history with the Contractor, work history with others, quality of work and ability to meet all specifications and/or requirements of the Contractor may be taken into consideration and may form the basis for an award of contract. Many of these factors will have increased significance when considering the award of contracts for professional services.
2. **Contracts Which Require the Use of the Formal Bidding Process.** Except as set forth in Section 3 below, when the total cost of a contract for goods, materials, equipment, supplies or construction work is expected to exceed ten thousand dollars (\$10,000.00), the Executive Director or his or her agent shall issue a call for bids which shall be formally advertised. All such bids for construction work shall require a bond for the faithful performance of the work.

All contracts for which bids are required shall be let to the lowest responsible bidder within the judgment of the Board of Directors, provided that any and all bids received in

response to an advertised call for bids may be rejected by the Board of Directors if the character or quality of goods, materials, equipment, supplies or construction work does not conform to the specifications and/or requirements set forth in the call for bids.

3. **Exception to Bid Requirements for Urgent Materials or Repairs; Lack of Competition and Inability to Draft Adequate Specifications; Bid Waiver.** In cases of urgently needed materials or urgently needed repairs which are expected to exceed ten thousand dollars (\$10,000.00), the Executive Director is authorized to obtain such materials and/or services through a negotiated contract without formal advertising when it is in the best interest of the Contractor and it is impractical to convene a meeting of the Board of Directors. If it is practical to convene a meeting, the Board of Directors shall be required to waive the bidding requirement and approve such a negotiated agreement.

Such negotiated contracts may also be approved by the Board of Directors when (1) the contract is for professional services, (2) it is impractical to secure competition, or (3) it is impossible to draft adequate bid specifications. The Executive Director or his or her designee shall, however, whenever possible, obtain in writing at least three (3) informal quotes to furnish same.

Bidding in all instances may be waived by a two thirds (2/3) vote of the Board of Directors.

4. **Procedure for Advertising for Bids.** Whenever any formal bids are required, as stated above, the Executive Director or his/her authorized agent shall advertise in some newspaper published in the Village and/or in such other newspaper of general circulation as, in his/her judgment, may be desirable. A plan or profile of the work to be done, accompanied by specifications for doing the same and specifications for material, supplies or equipment to be furnished, shall be first placed on file in the office of the Executive Director or his/her authorized agent before any such advertisement shall be made, which plan, profile and specifications for goods, material, supplies, equipment or construction work shall at all times be open for public inspection. Such advertisement shall be published not less than ten (10) days before the day fixed for opening such bid, and shall state the work to be done, or material, supplies or equipment to be furnished, and the time and place for the filing and the opening of the sealed bids.
5. **Filing of Bids; Deposit Accompanying Bids, Preservation and Opening of Bids.** In all cases, the formal bids under the preceding section shall be sealed bids and directed to the Executive Director. A bid deposit may be required, the amount of which shall be fixed by the Executive Director but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, not less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a cashier's check, a certified check, or at the discretion of the Executive Director, a bid bond. Checks shall be drawn upon a bank in good standing, payable to the order of the Contractor and shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a

contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

6. **Contracts to be Executed in Writing.** All contracts, whether for work or materials, shall be executed in writing and in duplicate by the President of the Board of Directors or the Executive Director. One original so executed shall be kept and filed in the Contractor's office and the other shall be given to the contractor. All contracts and bonds so taken shall be in the name of, and run to, the Contractor.
7. **Contractors' Bonds.** Whenever any construction work, expected to be in excess of ten thousand dollars (\$10,000.00), is let by contract to any person or entity, the Contractor shall, in all cases, take a bond from such person or entity with good and sufficient sureties, licensed in the State of Illinois to be approved by the Board of Directors, in such amount as shall not only be adequate to insure the performance of the work in the time and manner required in such contract, but also to save and indemnify and keep harmless the Contractor against all liabilities, judgments, costs and expenses which may in any manner accrue against the Contractor in consequence of granting such contract or which may in any manner result from the carelessness or neglect of such person, or entity or its agents, employees or workers in any respect whatever.
8. **Bid Tabulation.** The Contractor shall prepare a spreadsheet for each separate contract over ten thousand dollars (\$10,000.00) for goods and services awarded by it. Each spreadsheet shall name and identify all entities submitting bids or proposals on specific contracts by name and address, describe the goods provided or the work performed, set forth the cost, fee or amount proposed by each such entity in response to the call for bids or request for proposals or quotes, the name and address of the entity who was awarded the contract, and the reasons therefore. The Contractor shall submit copies of all such spreadsheets to the Village on a quarterly basis as a part of the general quarterly reporting process required under this agreement.

C. Diversity Statement

In 1997, the Village of Oak Park first adopted the Village's "Diversity Statement" what is now known as the "Oak Park Equity, Diversity and Inclusion Statement." Every new Village Board elected since that time has readopted this Equity, Diversity and Inclusion Statement incorporating amendments over time which have added to the Statement's scope and strength.

Attached hereto as Exhibit A and made a part hereof is the Oak Park Equity, Diversity and Inclusion Statement adopted by the President and Board of Trustees of the Village of Oak Park in 2019.

As a partner agency of the Village of Oak Park, the Contractor agrees to adhere to the Oak Park Equity, Diversity and Inclusion Statement, attached hereto as Exhibit A with regard to equity, diversity, and inclusion or such equivalent policy of the Contractor as is reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies."

In carrying out its commitment to equity, diversity, and inclusion as set forth in the Oak Park Equity, Diversity and Inclusion Statement, the Contractor shall use its best efforts to affirmatively recruit qualified women and minority candidates to fill vacant positions within its Contractor and to use its best efforts to affirmatively recruit qualified minority owned business enterprises ("MBE") and women owned business enterprises ("WBE") to participate in the Contractor's process of contracting for goods and services. The Village shall upon request provide the Contractor with the names of known MBEs and WBEs and business referral agencies.

The Contractor shall annually submit to the Village an Equal Employment Opportunity ("E.E.O.") Report in the form attached as Exhibit B showing the breakdown of its employees by race, sex and job classification. In addition, the Contractor shall report the race, sex and job classifications for any new employee hired during the preceding year and indicate the general efforts which were made by the Contractor during the course of the previous year to recruit qualified women and minority candidates for such position(s).

The Contractor shall also provide a report to the Village, on an annual basis, which indicates the number of contracts and the dollar value of contracts for goods and services which it let during the preceding year and the number of contracts, the dollar value of contracts and the percentage of the total dollar value of contracts for goods and services which have been let to women and minority contractors.

This report shall also contain a section setting forth the general efforts made by the Contractor during the course of the previous year to affirmatively recruit women and minority businesses to participate in the contracting process.

The Contractor's E.E.O. employment and contracting reports for the entire preceding year shall be submitted as a part of the regular quarterly report submitted for the fourth quarter of the year.

D. Drug Free Workplace.

The Contractor agrees to adhere to the following policy related to a drug free workplace or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

The content of the notice set forth below sets forth the policy of the Village with regard to the Village as a drug free workplace. The Contractor shall post the notice below or its own

equivalent policy in a conspicuous location on the Contractor's premises where it will be visible to all employees, or provide a copy of the following notice or its own equivalent policy to each employee. Any such notice or policy posted or provided to employees shall name the Contractor and the individual or position which fulfills the "Human Resources Director" position, where indicated.

DRUG-FREE WORKPLACE NOTICE

All employees should be aware pursuant to Illinois and United States law that the (Name of Contractor) is a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as defined in Illinois law at 720 ILCS 570/201 *et. seq.* and United States law, 41 U.S.C. §§ 701-707, is prohibited at the workplace and by any employee of (Name of Contractor). Any violation will subject the employee to dismissal from employment. As a condition of employment, an employee convicted of any drug related offense occurring at the workplace must notify the (Human Resources Director) within five (5) days of the conviction. Failure to so notify the (Human Resources Director) is grounds for dismissal from employment.

E. Sexual Harassment Policy.

The Contractor shall comply with the sexual harassment policy set forth below or with an equivalent policy that has been reviewed and approved by the Village in accordance with the Agreement.

SEXUAL HARASSMENT POLICY

Sexual harassment is illegal and against the employment policy of the (Name of Contractor).

Any employee found by the (Name of Contractor) to have engaged in sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment may include, but are not limited to:

- Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits, or sexual propositions;

- **Non-Verbal**: Making suggestive or insulting noises, gestures, leering, whistling or obscene gestures; and
- **Physical**: Touching, pinching, brushing the body, coercing sexual intercourse or assault.

An employee who believes he or she has been the subject of sexual harassment shall report the alleged conduct immediately to the Contractor's Human Resources Director, Executive Director or such other employee, other than the alleged harasser, as may be designated by the Contractor. The information will then be forwarded to the CEO/Manager/Executive Director. A confidential investigation of any complaint will be undertaken by the Human Resources Director or such other officer or employee designated by the Executive Director.

Retaliation or discrimination against an employee who makes a sexual harassment complaint is strictly prohibited. Any employee found by the (Name of Contractor) to have retaliated or discriminated against an employee for a sexual harassment complaint will be subject to appropriate disciplinary action up to and including termination.

The (Name of Contractor) recognizes that the issue of whether sexual harassment has occurred requires a factual determination based on all the evidence received. The (Name of Contractor) also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. All employees will continue to act in a responsible and professional manner to establish a working environment free of sexual harassment.

F. Domestic Partnership Program.

The Contractor agrees to adhere to the Domestic Partnership Program attached hereto as Exhibit C and made a part hereof as a program for the benefit of employees of the Contractor or to such equivalent Contractor policy as has been reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies."

The Village will assist the Contractor with the implementation of the Program at the Contractor's request.

The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the Domestic Partnership Program required herein and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based thereon. Said obligations of the Village shall survive any termination of the Agreement between the Contractor and the Village.

G. Compliance with Employment Laws.

The Contractor shall perform the services set forth in the Agreement in compliance with all applicable federal and state employment laws, including but not limited to all laws prohibiting discrimination in employment.

H. Compliance with HUD Guidelines.

In the event that the Contractor is a recipient of Community Development Block Grant (CDBG) funds under the terms of the Agreement, the Contractor shall comply with all U.S. Department of Housing and Urban Development (HUD) rules, regulations, and guidelines adopted in relation to the administration of such CDBG funds.



EXHIBIT A Oak Park Equity, Diversity and Inclusion Statement

The people of Oak Park choose this community, not just as a place to live, but as a way of life and as a place to seek shelter, refuge and acceptance. Oak Park commits itself to equity, diversity, and inclusion because these values make us a desirable and strong community for all people. Creating a mutually respectful, multicultural and equitable environment does not happen on its own; it must be intentional.

We believe in equity. By embracing equity, with an explicit but not exclusive focus on racial equity, we work to break down systems of oppression, including racism, sexism, homophobia, xenophobia and other forms of bias and hate to achieve a society where race no longer determines one's outcomes, where everyone has what they need to thrive. This is both a process and a goal. We reject racial barriers that limit and divide us, and we reject bias towards any group of people.

We believe in diversity because our commonalities and differences are both assets. Oak Park is a dynamic community that welcomes, respects, and encourages the contributions of all people, in all our rich variety by race, color, ethnicity, ancestry, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital and/or familial status, language, mental and/or physical impairment and/or disability, military status, economic class, immigration status, foster status, body size, criminal history, or any of the other characteristics that are often used to divide people. We acknowledge intersectionality and the compounding effect of multiple forms of discrimination that many in our community experience. We affirm all people as members of the human family. Our goal is for people of widely differing backgrounds to do more than live next to one another. Through intentional interaction and fair treatment, we can respect our differences while fostering unity and developing a shared, intersectional vision for the future.

We believe in inclusion because we need to go beyond numerical diversity and strive for authentic representation, empowered participation, full access, and a true sense of belonging for all people. Oak Park recognizes that a free, open, and inclusive community is achieved through full and broad participation of all community members and the ongoing commitment to active and intentional engagement across lines of difference. We believe the best decisions are made when everyone is authentically represented in decision-making and power is shared collectively.

The Village of Oak Park commits itself to a future ensuring equity, diversity, and inclusion in all aspects of local governance and community life. We strive to make these values aspirational and operational, reflected in our everyday practices and priorities. This includes fair treatment, equal access, and full participation in all of the Village's institutions and programs, and the goal of racial equity in all Village operating policies.

The Village of Oak Park must continue to support its fair housing philosophy that fosters integration and unity in our community. Our intention is that such principles will be a basis for policy and decision making in Oak Park. The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

Revision adopted October 7, 2019

**EXHIBIT B
VILLAGE OF OAK PARK
EEO REPORT**

Vendor Name

Total Employees

Job Categories	Total Employees	Male				Female				Total	
		Total Males	Total Females	Black	Hispanic	Amer. Indian / Alaskan N.	Asian & Pacific Islander	Black	Hispanic		Amer. Indian / Alaskan N.
Officials & Managers											
Professionals											
Technicians											
Sales Workers											
Office & Clerical											
Semi-Skilled											
Laborers											
Service Workers											
Total											
Management Trainees											
Apprentices											

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/se is the _____ of _____
(Name of Person Making Affidavit) Title or Officer

EXHIBIT C
DOMESTIC PARTNERSHIPS
FOR EMPLOYEES OF THE VILLAGE OF OAK PARK

A. **DEFINITIONS.** When used in the Ordinance, the following terms have the following meanings:

AFFIDAVIT OF DOMESTIC PARTNERSHIP: A form, provided by the Director of Human Resources, in which two people agree to be jointly responsible for the necessities of life incurred during the domestic partnership and state under oath that all qualifications for domestic partnership as set forth in this Article are met when the Affidavit is signed.

The form shall set forth all the requirements for a domestic partnership as defined herein. The form shall indicate that the fraudulent misrepresentation of information set forth therein by the Village employee executing same shall be considered cause for the termination of the employee's employment with the Village. The affidavit shall further state that the persons executing such affidavit may be held civilly liable for the misstatement of any information set forth therein and that such affidavit may further be construed by a court of law as creating enforceable, legal obligations between the persons executing the affidavit.

DEPENDENT: One who lives with a domestic partner and is a biological, adopted or step child of a domestic partner, a dependent of a domestic partner as defined by Internal Revenue Service regulations, or a ward of a domestic partner as determined under the laws of guardianship or agency.

DOMESTIC PARTNER: Each adult in a domestic partnership.

DOMESTIC PARTNERSHIP: Two unrelated adults of the same sex, one of whom is an employee of the Village of Oak Park who is otherwise eligible for employee benefits, who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who also:

1. share the same primary, regular and permanent residence and have lived together for the previous six (6) months;
2. agree to be jointly obligated and responsible for the necessities of life for each other;
3. are not married to anyone;
4. are each eighteen (18) years of age or older;
5. are competent to enter into a contract;
6. are and have been each other's sole domestic partner for at least six (6) months prior to execution of the Affidavit of Domestic Partnership required under this Article;
7. agree to file a Termination of Domestic Partnership within 30 days if any of the above facts change;

8. have filed the required notice of Termination of any prior domestic partnership acknowledged under the provision of this Article in the manner required herein and no less than six (6) months prior to the execution of the current Affidavit of Domestic Partnership; and
9. execute an Affidavit of Domestic Partnership, indicating compliance of the persons executing such affidavit with all the requirements for a domestic partnership set forth in this Article.

LIVE TOGETHER: Two people claiming domestic partnership status share the same primary, regular and permanent residence. It is not necessary that both domestic partners have the legal right to possess the residence. Domestic partners do not cease to live together if one leaves the shared residence for a period not to exceed one (1) year, but intends to return.

NECESSITIES OF LIFE: Basic food, shelter, clothing, medical care and the costs associated therewith. The domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible and obligated for the cost.

TERMINATION OF DOMESTIC PARTNERSHIP: Any change in the domestic partnership which causes the partnership not to satisfy any one of the requirements for a domestic partnership, set forth herein.

B. AFFIDAVIT OF DOMESTIC PARTNERSHIP; EXECUTION AND ACCOMPANYING DOCUMENTATION. An Affidavit of Domestic Partnership must be signed, under oath, by both parties seeking recognition by the Village as a domestic partnership. The Director of Human Resources shall, within thirty (30) days of the effective date of this ordinance, make such forms available.

The signatures of both persons must be witnessed and notarized. The affiants will also be required to indicate that they have thoroughly read the affidavit and that they understand the content thereof at the time of execution. The Director of Human Resources, or the Director's designee, shall receive executed affidavits of domestic partnership and may require reasonable documentation verifying the truth and accuracy of any statements contained in the affidavit, including verification of the primary, regular and permanent residence address of the persons seeking recognition as a domestic partnership.

Once the affidavit has been properly executed by both individuals seeking recognition as a domestic partnership by the Village and presented to the Director of Human Resources, or the Director's designee, along with all supporting documentation requested by the Director, or the Director's designee, and the Director is satisfied that the individuals seeking recognition as a domestic partnership have satisfied the requirements for same, the Director, or the Director's designee, shall provide those individuals with a letter under the Director's signature, recognizing the domestic partnership, identifying the parties to same and identifying the benefits to which the domestic partners are then entitled. The letter shall further indicate that the domestic partners must comply with the provisions of Section Four herein and notify the Director, or the Director's designee, of the termination of the domestic partnership within thirty (30) days of the termination and the possible consequences for the failure to do so.

C. **EMPLOYMENT BENEFITS.** The Village of Oak Park shall provide the same family sick leave, funeral leave benefits and H.M.O. health and dental benefits available to any Village employee, and the spouse and dependents of any Village employee, to any Village employee and any other person with whom the employee has formed a domestic partnership and the dependents of such domestic partnership as defined herein. The Village shall, however, not extend health insurance benefits to a domestic partner, or the domestic partner's dependents, if the domestic partner who is not a Village employee is otherwise eligible for health insurance benefits through his or her employer.

D. **TERMINATION OF DOMESTIC PARTNERSHIP: NOTICE REQUIRED.** Any employee of the Village who is receiving employment benefits as a member of a domestic partnership and whose domestic partnership terminates as defined herein, shall notify the Director of Human Resources of the termination of the employee's domestic partnership within thirty (30) days of such termination.

E. **FRAUDULENT MISREPRESENTATION: REIMBURSEMENT TO VILLAGE AND CAUSE FOR TERMINATION.** Any employee who fraudulently misrepresents information in the Affidavit of Domestic Partnership executed by such employee, or fails to inform the Village of the termination of his or her domestic partnership, shall reimburse the Village for any expenditures made by the Village in reliance on such misrepresentations or for expenditures made due to the employee's failure to notify the Village of the termination of a domestic partnership. Such fraudulent misrepresentations shall also constitute cause for the termination of the employee's employment with the Village.

