

GRANTEE GRANT AGREEMENT

THIS GRANTEE GRANT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into as of the day of _____ January 2026 between the VILLAGE OF OAK PARK, Illinois (hereinafter referred to as the “Village”) and **HEPHZIBAH CHILDREN’S ASSOCIATION**, an Illinois not-for-profit corporation (hereinafter referred to as the “Grantee”).

RECITALS

WHEREAS, the Grantee is an Illinois not-for-profit corporation organized for the purpose of providing therapeutic care and academic enrichment for youth ; 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, the Village has determined that it is in the public interest to provide the Grantee with a grant of funds for the Grantee to provide programs that support therapeutic care and academic enrichment care in Oak Park (hereinafter referred to as the “Project”).

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

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into this Agreement as though fully set forth herein.

2. **SCOPE OF SERVICES.**

A. Grantee’s project schedule and project budget (hereinafter collectively referred to as “the Project”) are set forth in the Grantee’s Program Year 2025 Community Development Block Grant Program Proposal hereto and incorporated herein by reference as (hereinafter referred to as the “Grantee’s Proposal”).

B. The Project will proceed in accordance with the terms of this Agreement, the Grantee’s Proposal and all laws and regulations referenced in this Agreement. Any changes(s) in the Project must be approved by the Village prior to the Grantee incurring any Project costs or implementing any substantial Project modifications. Such approval shall only be effective if authorized by a written amendment to this Agreement.

C. The funds to be provided by the Village to Grantee pursuant to this Agreement shall be used to help cover the costs associated with advanced therapeutic care and academic enrichment services provided to young children who reside in Hephzibah Home each year.

3. ALLOCATION OF FUNDS.

A. The Village shall distribute to Grantee as Grantee's portion of the total grant received by the Village a maximum of \$30,000 (hereinafter referred to as the "Grant Funds") to be paid in accordance with the terms of this Agreement. The Grantee acknowledges and agrees that only those budget line items and percentages that appear in its Program Year 2025 Project Budget will be considered for reimbursement through the Grant Funds.

B. The Grant Funds shall not be used for ineligible or unallowable costs, including costs incurred prior to the effective date of this Agreement as defined herein.

4. PAYMENT.

A. The Village shall make all Grant Funds payments on a reimbursement basis. To request a payment of Grant Funds, the Grantee must submit a request for payment to the Village in the form of an invoice, together with such supporting documentation as the Village deems necessary in its discretion to support the invoice. The Village shall only reimburse the Grantee for approved expenditures to the maximum of the allocated Grant Funds for the Project.

B. The Village may refuse to reimburse the Grantee if the Grantee is not in compliance with any applicable law, rule or regulation or this Agreement. In such case, the Village shall assist the Grantee to bring the Project into compliance.

C. The Grantee shall submit invoices to the Village for reimbursement at least quarterly for the Program Year, as defined below. Final project invoices must be submitted to the Village no later than January 15, 2027. Any invoices submitted after January 15, 2027 shall not be paid by the Village.

5. PROGRAM YEAR.

A. The Grantee shall perform the Project beginning January 1, 2026 and ending on December 31, 2026 (hereinafter referred to as the "Program Year").

B. The Project shall be completed no later than December 31, 2026. Project costs shall not be incurred after the Program Year.

C. If the Grantee is delayed in the completion of the Project by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written

notice to the Village and request an extension of time for completion of the Project. The Grantee shall request an extension from the Village in writing at least thirty (30) days before the end of the Program Year. The Village shall either grant or deny the request for an extension in its discretion and shall provide notice to the Grantee of its grant or denial of the request.

D. The Grantee shall return any funds not expended by the end of the Project to the Village. All funds obligated or committed by the Grantee to contractors, suppliers, etc. during the Program Year must be expended by the end of the Program Year unless an extension has been given to the Grantee. The Grantee shall have 30 days after the close of the Program Year to request reimbursement for costs incurred for the Project, unless an extension has been granted pursuant to this Agreement.

6.0 ADHERENCE TO VILLAGE POLICIES.

- A. 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.
- B. 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.
- C. 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
- D. The Grantee may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.
- E. 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.
- F. 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.
- G. 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. The Grantee may submit one set of

revisions to its hourly rates in July. If approved by staff, they may be used for billing of staff time from July through the end of the Agreement.

7. REPORTING AND RECORD KEEPING.

A. Grantee's Maintenance of Required Records. Grantee shall maintain records to show actual time devoted and costs incurred in connection with the Project. Upon fifteen (15) days' notice from the Village, originals or certified copies of all timesheets, billings, and other documentation used in the preparation of said Progress Reports required pursuant to Section 7(C) below shall be made available for inspection, copying, or auditing by the Village at any time, during normal business hours.

B. Grantee's documents and records pursuant to this Agreement shall be maintained and made available during the Project Period and for three (3) years after completion of the Project. The Grantee shall give notice to the Village of any documents or records to be disposed of or destroyed and the intended date after said period, which shall be at least 90 days after the effective date of such notice of disposal or destruction. The Village shall have 90 days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said documents and records and to require Consultant to deliver same to the Village. The Grantee 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 Grant Funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Grantee agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any Grant Funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Grantee shall make the documents and records available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project 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.* by providing any and all responsive documents to the Village.

C. Any deficiencies noted in audit reports by the Village, Grantor Agency, their designees or the Federal Government must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current Village policy concerning Grantee audits and as applicable, 2 CFR Part 200 Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F – Audit Regulations.

D. Quarterly Progress Reports & Final Report. Grantee shall prepare and submit a quarterly Progress Report to the Village reporting on the status of the Project. Project progress is to be implemented based on the Project timeline set forth in the Proposal, attached hereto and incorporated herein as Exhibit 1 & Exhibit D. The information provided in the Progress Reports shall be made available to the Village's Community Development Citizen Advisory Committee in order to determine the success or failure of the Project.

All Progress Reports, unless otherwise specifically noted, shall be due by the 15th day of the month following the end of each quarter and shall contain data obtained during the preceding three months. The Grantee shall be required to submit a final report at the end of the Project in lieu of the last Progress Report.

The following schedule shall be applicable:

1 st Quarter: January–March 2026	Progress report due by April 15, 2026
2 nd Quarter: April–June 2026	Progress report due by July 15, 2026
3 rd Quarter: July–September 2026	Progress report due by October 15, 2026
4 th Quarter: October – December 2025	Progress report/Final due January 15, 2027

Each quarterly Progress Report and the Final Report shall include information regarding activity in Section 2 - Scope of Services. See the attached formats Exhibit 1 & Exhibit D. The Village may request additional reports from the Grantee as necessary to comply with any applicable federal law requirements.

E. Penalty for Late Submission of Quarterly Reports or Final Report. In the event the Grantee does not provide the Village with any report within the required time period, the Village shall withhold \$25.00 from the Grant Funds for each business day the report remains overdue. Funds charged for failure to submit a required report shall be deducted from the total Grant Funds and the amount allocated to reimburse for the scope of services shall be reduced accordingly. It is the Grantee's sole responsibility to be aware of the reporting schedule and to provide the Village with timely reports.

F. Grantee will keep and maintain such records and provide such reports and documentation to the Village as the Village deems necessary to further its monitoring obligations. This will include the following.

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken is used for the purposes set forth herein;
3. Records determining the eligibility of activities;

4. Payroll records showing salaries and fringe benefits for any positions assigned to this Project;

8. MONITORING AND PERFORMANCE DEFICIENCIES.

A. Village Project Monitoring. The Village will monitor the Grantee's planning and implementation of the Project on a periodic basis to determine Grantee's compliance with all laws, rules and regulations and to determine whether Grantee is adequately performing and operating the Project in accordance with the approved Project guidelines. Grantee acknowledges the necessity for such monitoring and agrees to cooperate with the Village in this effort by providing all requested records and information and allowing such on-site visits as the Village determines is necessary to accomplish its monitoring function.

B. Performance Deficiency Procedures. The Village may take such actions as are necessary to prevent the continuation of a performance deficiency, to mitigate, to the extent possible, the adverse effects or consequences of the deficiency, and to prevent a recurrence of the deficiency. The following steps outline the general procedure the Village will use when it becomes aware of a performance deficiency. The Village is not bound to follow these steps. Depending on the seriousness of the deficiency, the Village may take any steps it deems necessary to address the deficiency, including immediate termination of the Project and any other remedies available by law.

1. When an issue involving a performance deficiency arises, including performance reporting requirements, the Village will first attempt to resolve the issue by informal discussions with the Grantee. The Village will attempt to provide Technical Assistance, to the maximum extent practicable, to help the Grantee successfully resolve the performance issue.
2. If discussion does not result in correction of the deficiency, the Village will schedule a monitoring visit to review the performance area that must be improved. The Village will provide the Grantee with a written report that outlines the results of the monitoring. Generally this report will include a course of corrective action and a time frame in which to implement corrective actions.
3. If, despite the above efforts, the Grantee fails to undertake the course of corrective action by the stated deadline, the Village will notify the Grantee in writing that its Project is being suspended. Funds may not be expended for any Project that has been suspended.
4. The Village's written suspension notice will include a specified, written course of corrective action and a timeline for achieving the changes. Generally, corrective action plans will require a 15 to 60 day period of resolution (depending upon the performance issue).

5. The Village may lift a suspension when the performance issue has been resolved to the satisfaction of the Village. The Village will release a suspension by written release signed by the Village Manager or her designee.

C. Unresolved Performance Deficiencies. Grantee's failure, in whole or in part, to meet the course of corrective action to have a suspension lifted, shall constitute cause for termination pursuant to the procedures set forth in Section 9 below.

9. TERMINATION.

This Agreement may be terminated as follows:

A. By Fulfillment. This Agreement will be considered terminated upon fulfillment of its terms and conditions.

B. By Mutual Consent. The Agreement may be terminated or suspended, in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented in a written amendment to the Agreement.

C. Lack of Funding. The Village reserves the right to terminate this Agreement, in whole or in part, in the event expected or actual funding from the Federal government or other sources is withdrawn, reduced or eliminated.

D. For Cause. The Village may terminate this Agreement for cause at any time. Cause shall include, but not be limited to:

1. Improper or illegal use of funds;
2. Grantee's suspension of the Project; or
3. Failure to carry out the Project in a timely manner.

E. Termination for Illegality. This Agreement shall be subject to automatic termination due to the Grantee's improper or illegal use of the Grant Funds. Notice of termination for illegality shall be provided by the Village to Grantee pursuant to Section 18 below.

10. 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 qualified and competent staff to provide all management and administrative services necessary to accomplish the Project.

9.3. Grantee's Board of Directors 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.

11. REVERSION OF ASSETS.

A. At the termination of this Agreement, the Grantee shall transfer to the Village any funds on hand, program income, and any accounts receivable attributable to the use of Village funds.

12. REMEDIES.

A. In the event of any violation or breach of this Agreement by Grantee, misuse or misapplication of funds derived from the Agreement by Grantee, or any violation of any laws, rules or regulations, directly or indirectly, by Grantee and/or any of its agents or representatives, the Village shall have the following remedies:

1. The Grantee may be required to repay the Grant Funds to the Village;

2. To the fullest extent permitted by law, the Grantee will indemnify and hold the Village harmless from any requirement to repay the Grant Funds previously received by the Grantee for the Project or penalties and expenses, including attorneys' fees and other costs of defense, resulting from any action or omission by the Grantee; and

3. The Village may bring suit in any court of competent jurisdiction for repayment of Grant Funds, damages and its attorney's fees and costs, or to seek any other lawful remedy to enforce the terms of this Agreement, as a result of any action or omission by the Grantee.

13. INDEPENDENT CONTRACTOR. Grantee is and shall remain for all purposes an independent contractor and shall be solely responsible for any salaries, wages, benefits, fees or other compensation which she may obligate herself to pay to any other person or consultant retained by her.

14. NO ASSIGNMENT. Grantee shall not assign this Agreement or any part thereof and Grantee shall not transfer or assign any Grant Funds or claims due or to become due hereunder, without the written approval of the Village having first been obtained.

15. AMENDMENTS AND MODIFICATIONS.

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

B. No such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Grantee.

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

17. ENTIRE AGREEMENT.

A. This Agreement sets forth all the covenants, conditions and promises between the parties.

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

18. GOVERNING LAW, VENUE AND SEVERABILITY.

A. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

B. 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.

19. NOTICES.

A. All notices or invoices required to be given under the terms of this Agreement shall be given by United States mail or personal service addressed to the parties as follows:

For the Village:

Community Services Administrator
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

For Grantee:

Executive Director
Hephzibah Children's Association
1144 Lake Street, Suite 301
Oak Park, IL 60301

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

20. EFFECTIVE DATE. The effective date of this Agreement as reflected above shall be the date that the Village Manager for the Village of Oak Park executes this Agreement.

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

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

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

24. ATTORNEY'S OPINION. If requested, the Grantee shall provide an opinion by its attorney in a form reasonably satisfactory to the Village Attorney that all steps necessary to adopt this Agreement, in a manner binding upon the Grantee have been taken by the Grantee.

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

**[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

HEPHZIBAH CHILDREN'S ASSOCIATION

Name: Kevin J. Jackson
Title: Village Manager

Name:
Title:

Date: _____, 2026

Date: _____, 2026

ATTEST

ATTEST

Name: Christina M. Waters
Title: Village Clerk

Name:
Title:

Date: _____, 2026

Date: _____, 2026

EXHIBIT 1 FUNDING SCHEDULE

The Grantee will submit quarterly invoices for costs incurred carrying out the Scope of Services in Exhibit 2 to the Village. One quarter of the funds will be provided to Hephzibah Children's Association in advance. All funds beyond that will be arrears and submitted and paid for the following month. Invoices shall be submitted within 15 days of the end of each quarter. A complete invoice will include the following.

- Summary sheet showing:
 - The time the bill covers.
 - The names and roles of the people billing hours.
 - The rates they are charging.
 - The total cost for the bill.
- Back up documentation for all costs shown on the summary sheet.
 - The dates and amounts of staff hours were billed to the project for each day.
 - Back up documentation for all staffing costs.
 - Receipts for all expenses.
- Reporting under Exhibit 2A.

EXHIBIT 3
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.

- 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.

- 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.
- 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 Chief Executive Officer or his or her designee (hereinafter "Chief Executive Officer"), 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 Chief Executive Officer may cause the same to be purchased without previous authorization in like manner, but the Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer. A bid deposit may be required, the amount of which shall be fixed by the Chief Executive Officer 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 Chief Executive Officer, 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 Chief Executive Officer. 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 what is now known as the Village's "Diversity Statement." Every new Village Board elected since that time has readopted this Diversity 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 Diversity Statement adopted by the President and Board of Trustees of the Village of Oak Park in 1997 and amended in 2007.

As a partner agency of the Village of Oak Park, the Contractor agrees to adhere to the Diversity Statement, attached hereto as Exhibit A with regard to diversity, 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 diversity as set forth in the Diversity 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, Chief Executive Officer 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 Chief Executive Officer.

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 4

Diversity 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.

Revised 10.07.19

EXHIBIT C
VILLAGE OF OAK PARK REAFFIRMATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY
(EEO)

APPENDIX V

REAFFIRMATION STATEMENT

MARCH 31, 1987

**REAFFIRMATION OF
EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)
VILLAGE OF OAK PARK**

It is the policy of the Village of Oak Park to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin, sexual orientation, disability, or status as a disabled veteran or Vietnam era veteran. The Village is committed to this policy because of legal requirements set forth in the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972, and because such principles are fundamental to Oak Park's existence as a racially and culturally diverse community. Equal Employment Opportunity within the Village government is essential if Oak Park is to effectively pursue community-wide goals of racial diversity and increased economic opportunity. EEO is, therefore, a legal, social, moral and economic necessity for the Village of Oak Park.

Chapter 13, Article III of the Code of the Village of Oak Park expressly prohibits discrimination in hiring, terms and conditions of employment, and promotions. Appeal procedures set forth in the Village Personnel Manual provide a mechanism for reporting any such practice to the Village Manager, who is empowered to hold hearings and issue decisions on such matters in behalf of the Village.

Policy statements alone are not sufficient, however, to address longstanding social barriers which have resulted in under-utilization of the skills and abilities of certain groups within our society. The Village of Oak Park, therefore, embraces a policy of affirmative recruitment, whereby specific efforts are made to attract and retain qualified female, minority, and disabled employees in the Village work force.

Responsibility for administering the Village of Oak Park's Equal Employment Opportunity/Affirmative Recruitment Plan lies with the Village Manager, who is assisted by the Human Resources Director in implementing policies which ensure Equal Employment Opportunity within the Village work force. Ultimately, however, the Village's EEO/affirmative recruitment efforts will succeed only with the cooperation of all Village employees. Each of us is responsible for creating a work environment which encourages full participation by women, minorities and the disabled. Each of us is responsible for forging a Village work force that reflects the diversity of our community and utilizes the best talent available for serving the residents of Oak Park.



**Carl Swenson
Village Manager**

*Village of Oak Park
Personnel Manual*

Adopted 3/31/87

EXHIBIT D

Exhibit 2: Quarterly Report

Subrecipient:	
Project Name:	
Prepared by:	Email:

Accomplishment Narrative: Describe your successes and challenges meeting your project goals this quarter, or for entire year if at the Final stage.

Beneficiaries by Race and Ethnicity	Q1		Q2		Q3		Q4		TOTAL	
<i>All unduplicated persons served during the reporting period should be included. Do not count a person in more than one quarter. If a person identifies as Hispanic, they also need to be counted under a race</i>	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY
	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic
White									0	0
Black/African American									0	0
Asian									0	0
American Indian or Alaska Native									0	0
Native Hawaiian or Other Pacific Islander									0	0
American Indian or Alaska Native AND White									0	0
Asian AND White									0	0
Black/African American AND White									0	0
American Indian /Alaska Native AND Black/African American									0	0
Other Multi-Racial									0	0
0	0	0	0	0	0	0	0	0	0	0

Income Levels					
The total should equal the number from the Race and Ethnicity count above.	Q1	Q2	Q3	Q4	Total
Extremely low (0-30% of median income)					0
Low (31-50%)					0
Moderate (51-80%)					0
Non-Low/Moderate (81%+)					0
Total	0	0	0	0	0
Percent Low/Moderate	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Total Oak Park Resident Beneficiaries	Total Oak Park Extremely Low/Low/Moderate Income Beneficiaries (0-80% median income)
Q1		
Q2		
Q3		
Q4		
Total	0	0

Project Goals	
Total of all persons benefitting (without regard to income or residency)	0
Number of all Extremely Low, Low and Moderate Income persons to be served	0
Percentage of LMI benefit	#DIV/0!
Number of all Oak Park persons benefitting	
Percentage of Oak Park persons benefitting	#DIV/0!
Number of Extremely Low, Low and Moderate Income Oak Park persons to be served	0