



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “Agreement”) is entered into this \_\_\_\_\_ day of August, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Sikich LLP, an Illinois limited liability partnership authorized to conduct business in the State of Illinois (hereinafter referred to as the “Contractor”).

### **RECITALS**

**WHEREAS**, the Village intends to have professional services performed by the Contractor to provide financial audits for a five-year term (the “Services”); and

**WHEREAS**, the Contractor submitted a Proposal which contained its fee schedule, a copy of which is attached hereto and incorporated herein as reference; and

**WHEREAS**, the Contractor has represented to the Village that it has necessary expertise to perform the Services and has expressed its willingness to furnish its services subject to terms and conditions set forth in this Agreement.

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

**1. RECITALS INCORPORATED.**

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

**2. SERVICES OF THE CONTRACTOR.**

2.1. Contractor shall provide the Services set forth herein pursuant to the timeline set forth within its Proposal and a Statement of Work for the relevant audit period (“SOW”). Prior to the start of each annual audit, the Contractor shall furnish the Village with a SOW setting forth the Services to be provided during the applicable audit period, and the terms and conditions which shall supplement this Agreement. In the case of a conflict between this Agreement and any SOW, this Agreement shall control to the extent of such conflict. The services provided must be at a level for full Village compliance with current GASB standards and allow the Village to submit and receive the GFOA Certificate of Achievement in Financial Reporting Excellence.

2.2. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between a provision of the Contractor's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Chief Financial Officer or the Chief Financial Officer's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates James Savio as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits, and costs of supplying personnel for the Services.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Contractor for the Services pursuant to the fee schedule set forth in the Contractor's Proposal. The Contractor may issue progress billings upon the start of each annual audit engagement through its conclusion or may submit one invoice upon the conclusion of the engagement for the full amount.

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

3.3. The Contractor's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Contractor the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Contractor as provided for in this Agreement (the "Final Payment").

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect upon execution of this agreement and conclude by the earlier of completion of services as outlined under this agreement or June 30, 2028 (which covers audit years fiscal year 2023, fiscal year 2024, fiscal year 2025, fiscal year 2026, and fiscal year 2027).

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination is effective unless the terminating party gives the other party (1) not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

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

#### **5. INDEMNIFICATION.**

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

#### **6. INSURANCE.**

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision

preventing cancellation of the insurance policy unless fifteen (15) days' prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

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

(B) **Professional Liability:**

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

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois.

(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
---------------------------	----------------

- (E) The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies.

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

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

**7. SUCCESSORS AND ASSIGNS.**

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

**8. FORCE MAJEURE.**

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

**9. AMENDMENTS AND MODIFICATIONS.**

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

**10. STANDARD OF CARE.**

10.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other

professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals; provided, however, that the Contractor shall rely on the quality, accuracy, and completeness of information and data provided to it by the Village in its performance of the Services under this Agreement and shall not be responsible for any flaws in the quality, technical accuracy, timely completion, or coordination of designs, drawings, specifications, reports, and other professional services furnished or required under this Agreement caused by such reliance.

10.2. The Contractor shall be responsible for the accuracy of its Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Contractor's Services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Contractor thereof within one year of completion of the Contractor's Services.

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

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

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

10.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or any subcontractors', performance of, or failure to perform, the Services as required pursuant to this Agreement or any part thereof excluding the acts or omissions of the Village and its officers, officials, employees, agents, or volunteers.

**11. DRAWINGS, DOCUMENTS, AND BOOKS AND RECORDS.**

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

11.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of the Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Village and any federal funding entity, if applicable, and the Contractor 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 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 Contractor shall make the Documents available for the Village's review, inspection, and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to any FOIA request. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all

reasonable costs connected therewith (including, but not limited to reasonable attorneys' and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues a notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

11.4. The Contractor shall have the right to include among the Contractor's promotional and professional materials those drawings, renderings, other design documents, and other work products that are prepared by the Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Contractor in the Village's development, promotional, and other materials which include the Contractor's Work Products.

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

11.6. The obligation set forth in Section 11.5 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (iv) the information is disclosed as required by law.

11.7. The Village and the Contractor shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy.

## **12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring

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

**13. NON-WAIVER OF RIGHTS.**

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

13.2. This Agreement shall not prohibit the Contractor from providing its services to any other public or private entity or person. In the event that the Contractor provides services to a public or private entity or person, the Village, at its sole discretion, may determine that such services conflict with any Services to be provided to the Village by the Contractor, and the Village may select another vendor to provide such Services as the Village deems appropriate.

**14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to the Final Payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Services into compliance with this Agreement;

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

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

14.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

**15. NO COLLUSION.**

15.1. The Contractor hereby represents and certifies that the Contractor 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 Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor 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 Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all losses or damages that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

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

**17. GOVERNING LAW AND VENUE.**

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

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

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses

as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

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

James Savio, Partner  
Sikich LLP  
1415 W. Diehl Rd, Suite 400  
Naperville, Illinois 60563  
Email: [jim.savio@sikich.com](mailto:jim.savio@sikich.com)

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

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

**19. BINDING AUTHORITY.**

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

**20. HEADINGS AND TITLES.**

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

**21. COUNTERPARTS; FACSIMILE, OR PDF SIGNATURES.**

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

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

**22. EFFECTIVE DATE.**

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

**23. AUTHORIZATIONS.**

23.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-

laws to execute this Agreement on its behalf. The Village Manager warrants that he has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**24. EQUAL OPPORTUNITY EMPLOYER.**

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

24.2. In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act, or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and this Agreement may be cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**SIKICH LLP**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

\_\_\_\_\_  
By: James Savio, CPA  
Its: Partner

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023