

**FUNDING GRANT AGREEMENT BETWEEN THE VILLAGE OF OAK PARK
AND THE OAK PARK-RIVER FOREST CHAMBER OF COMMERCE**

THIS FUNDING GRANT AGREEMENT (hereinafter referred to as "Agreement") is entered this 1st day of January, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and the Oak Park-River Forest Chamber of Commerce (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 Oak Park and River Forest businesses; 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 a technical back office solution for Grantee to manage volunteer business districts' public online directories, summary webpages, back office data, membership billing and renewals, communication systems and calendars (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:

1.0 RECITALS INCORPORATED.

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

2.0 TERM OF AGREEMENT.

2.1. The term of this Agreement shall commence on January 1, 2018, and shall terminate on December 31, 2018, 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 \$100,000, 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 River-Forest Chamber of Commerce
143 South Oak Park Avenue
Oak Park, Illinois 60302

Grantee may change the person to whom payments are sent, or the place to which payments are sent, by delivering 30 days prior written notice pursuant to Section 22.0 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 GRANTEE'S AUTHORITY.

4.1 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.

5.0 GRANTEE'S RESPONSIBILITIES.

5.1 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.

5.2. In connection with the foregoing and other actions to be taken under this Agreement, Grantee hereby designates Executive Director Cathy Yen 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 22.0 of this Agreement.

5.3 Grantee shall participate in the Village's branding and marketing program coordinated by the Oak Park Economic Development Corporation (Oak Park EDC), including attending program meetings and utilizing the materials developed pursuant to the program in Grantee's marketing materials.

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

6.1. 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.

6.2. 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.

7.0 THE GRANTEE'S BUSINESS ORGANIZATION.

7.1 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.

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

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

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

8.0 FINANCIAL RECORDS.

8.1 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.

8.2 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.

8.3 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.

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

8.3.2. 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.

8.3.3. 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.

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

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

8.4 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.

9.0 FINANCIAL DISCLOSURES.

9.1. 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 30 days of Grantee's receipt of the audit report.

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

10.1 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).

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

11.0 UNEXPENDED FUNDS.

11.1 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.

11.2. 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. Upon dissolution, Grantee shall notify the Village of the name of the individual or entity responsible for winding up its affairs.

12.0 LEGAL COMPLIANCE.

12.1 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.

12.2. 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.

12.3. 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.

12.2 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.

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

12.4. 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.

12.5. The Village is authorized to conduct reviews and conduct other procedures or practices regarding Grantee's compliance with this Section 12.0. 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 12.0.

13.0 TERMINATION; SUSPENSION.

13.1. This Agreement may be terminated without cause by either party upon providing ninety (90) days written notice pursuant to Section 22.0 of its intention to terminate said Agreement.

13.2. 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.

13.3. 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 22.0 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.

13.4. 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 22.0, 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.

14.0 INDEMNIFICATION AND INSURANCE.

14.1 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.

14.2. 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 14.0. 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 14.0 and indemnify, hold harmless and defend the Village, its officials, officers, employees, attorneys and volunteers as set forth in this Agreement.

14.3. 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. 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
-----------------------	----------------

(D) **Umbrella:**

- i. Limits:

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

- (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.

14.4. 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.

14.5. 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.

15.0 COVENANT NOT TO SUE.

15.1 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.

15.2. 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.

16.0 NON-WAIVER OF RIGHTS.

16.1 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.

17.0 NON ASSIGNMENT AND SUCCESSORS IN INTEREST.

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

17.2 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.

17.3 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.

18.0 MODIFICATION AND AMENDMENT.

18.1 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.

18.2 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.

19.0 CONFLICT OF INTEREST.

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

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

19.3 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.

19.4. 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.

20.0 NO COLLUSION.

20.1. 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.

21.0 GOVERNING LAW AND VENUE.

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

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

22.0 NOTICE.

22.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

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

If to Grantee:

Executive Director
Oak Park River-Forest Chamber of Commerce
143 South Oak Park Avenue
Oak Park, Illinois 60302
Email: cyen@oprchamber.org

22.2. 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.

22.3. 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 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.

23.0 ENTIRE AGREEMENT.

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

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

24.0 SAVINGS CLAUSE.

24.1 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.

25.0 CAPTIONS AND PARAGRAPH HEADINGS.

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

26.0 AUTHORIZATIONS

26.1 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.

27.0 HEADINGS AND TITLES.

27.1. 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.

28.0 COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

29.0 EFFECTIVE DATE

29.1 This Agreement shall take effect on January 1, 2018.

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

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 as of the date first written above.

VILLAGE OF OAK PARK

By: Cara Pavlicek
Its: Village Manager

Date: _____, 2017

**OAK PARK RIVER-FOREST CHAMBER OF
COMMERCE**

By:
Its:

Date: _____, 2017

ATTEST

By: Vicki Scaman
Its: Village Clerk

Date: _____, 2017

ATTEST

By:
Its:

Date: _____, 2017