



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “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 Metro Strategies Group, LLC, an Illinois limited liability company (hereinafter referred to as the “Consultant”).

RECITALS

WHEREAS, the Village intends to have services performed by the Consultant pursuant to the Village’s Request for Proposals for Grant Services dated May 10, 2023 (hereinafter referred to as the “RFP”), attached hereto and incorporated herein by reference, and the Consultant’s Proposal, attached hereto and incorporated herein by reference; and

WHEREAS, the Consultant has represented to the Village that it has the necessary expertise to provide the Services and Required Elements as described in the RFP; and

WHEREAS, the Consultant has expressed its willingness to furnish its services subject to the 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.

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

2. SERVICES OF THE CONSULTANT.

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

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Village’s RFP in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement that are due to the Consultant’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between the provisions of the Consultant’s Proposal and the Village’s RFP and/or this Agreement, this Agreement and the Village’s RFP shall control to the

extent of such conflict.

2.4. Village Authorized Representative. The Village Manager or the Village Manager's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make, grant, or do those things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change, which notice shall be sent in accordance with Section 19 of this Agreement.

2.5. The Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Seema Wadia as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its authorized representative by providing the Village with written notice of such change, which notice shall be sent in accordance with Section 19 of this Agreement.

2.6. The Consultant shall be an independent contractor to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits, and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of the Services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services as set forth in the Consultant's Proposal on a time and materials basis for an amount not to exceed \$100,000. The Consultant shall not exceed a maximum of 35 hours per month without prior approval of the Village. The Consultant's hourly rates for the term of this Agreement shall be as follows:

Classification	Rate per Hour
Principal	\$184
Senior Manager	\$134
Planning Specialist	\$115

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

3.3. The Consultant shall submit to the Village, as a condition precedent to its right to receive a Progress Payment, an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, materials, and other items covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include: (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) the total amount billed in the current period and the total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; and (c) the estimated completion percentage, and, if the Services are to be performed in separate phases, the estimated completion percentage for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amounts as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing the Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request or invoice; (7) any other failure of the Consultant to perform any of its obligations under this Agreement; or (8) any costs incurred by the Village, including attorneys' fees and administrative costs, to correct any of the aforesaid matters or to exercise any one or more of the Village's remedies as set forth in this Agreement. The Village must notify the Consultant of the cause for withholding any payment within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on August 1, 2023 through 11:59 p.m. on July 31, 2024.

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 shall be effective unless the terminating party gives the other party: (1) not less than ten (10) calendar days' written notice, pursuant to Section 19 below, of its intent to terminate; and (2) an opportunity for a meeting with the terminating party prior to termination.

4.3. If this Agreement is terminated by either party, the Consultant 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 created by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, but only to the extent caused by the negligence of the Consultant, its subcontractors, or their respective employees.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, 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 Consultant shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and to 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 applicable law:

(A) **Commercial General Liability:**

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

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

(B) **Professional Liability:**

- i. General Aggregate \$2,000,000.00
- ii. Per claim \$1,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

- i. Workers' compensation shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide any Services, and in any instance in which any portion of the performance of the Services is sublet, the Consultant shall require each subcontractor similarly to provide workers' compensation insurance. In any instance where employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, the Consultant shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees and subcontractor not otherwise protected.

(D) **Comprehensive Automobile Liability:**

- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property damage.
- ii. Limits:

Combined Single Limit

\$1,000,000.00

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

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

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

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet, or transfer any of its interest in this Agreement without the express written consent of the other party. 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 rights or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

authorized representative of the Consultant.

10. STANDARD OF CARE.

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

10.2. The Consultant shall promptly make revisions or corrections regarding its Services that result from its errors, omissions, or negligent acts without any additional compensation. The Village's acceptance of any of the Consultant's Services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Consultant of any errors or omissions within one (1) year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant 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 Consultant.

10.4. The Consultant 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 Consultant shall give all notices, pay all fees, and take all other actions 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. The Consultant will also comply with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualifications 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, but not limited to, those contained in the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, or any other applicable law or ordinance. The Consultant shall also comply with all conditions required by any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

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

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes, and any other reports, documents, data, or information, in any form, prepared, collected, or received by the Consultant 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 during performance of and upon completion of the Services and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all the Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant'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 any Services. The Consultant shall give prior notice to the Village of any Documents to be disposed of or destroyed and the intended date of such destruction, which date 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 Consultant not to dispose of or destroy said Documents and to require the Consultant to deliver same to the Village at the Village's expense. The Consultant 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 paid in conjunction with the Agreement. All books, records, and supporting documents related to this Agreement shall be available for review and audit by the Village and any federal, state, or local funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection, and audit during the entire term of this Agreement and for three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"), by providing any and all responsive documents to the Village.

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

11.4. The Consultant shall furnish any records related to this Agreement and any documentation related to the Village as required under any FOIA request within five (5) business days after the Village issues notice of such a request to the Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to any FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorneys' and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant'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 Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant shall pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Consultant shall defend, indemnify, and hold harmless the Village, its officers, officials, employees, agents, and volunteers, and shall 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 resulting from the Consultant's request to utilize a lawful exemption to the Village.

12. CONFIDENTIAL INFORMATION.

12.1. The Consultant shall not disclose any proprietary and/or confidential information provided by the Village that is so marked or identified by the Village or as otherwise provided for by law that is received by the Consultant in the course of providing the Services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

12.2. The Consultant shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized disclosure.

12.3. Upon termination of this Agreement, the Consultant shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Consultant by the Village in connection with the Services rendered under this Agreement, which may or may not contain proprietary and/or confidential information. The obligations set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. SAVINGS CLAUSE.

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

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

14. NON-WAIVER OF RIGHTS.

14.1. 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 payments made under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

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

15. THE VILLAGE'S REMEDIES.

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

15.1.1. The Village may require the Consultant, 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 all other actions necessary to bring the Consultant and the Services into compliance with this Agreement;

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

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

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

15.1.5. The Village may recover any damages suffered by the Village as a result of any Event of Default of the part of the Consultant.

15.2. In addition to the above, if the Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remain incomplete. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

16. NO COLLUSION.

16.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) any violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for any losses or damages that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

17. ENTIRE AGREEMENT.

17.1. This Agreement sets forth all the covenants, conditions, and promises between the parties, and it supersedes all prior negotiations, statements, or agreements, either written or oral, with regard to the subject matter of this Agreement. 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 AND VENUE.

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

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

19. NOTICE.

19.1. Any notice required to be given by this Agreement shall be deemed sufficient if: (1) made in writing and sent by certified mail, return receipt requested; (2) delivered in person to the Consultant; or (3) sent via email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

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

If to the Consultant:

Principal
Metro Strategies Group
1901 Butterfield Road, Suite 260
Downers Grove, Illinois 60515
Email: swadia@metrostratgroup.com

19.2. 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.

19.3. Notice given by email transmission shall be effective as of date and time of 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 email 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.

20. BINDING AUTHORITY.

20.1. The individuals executing this Agreement on behalf of the Consultant 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.

21. HEADINGS AND TITLES.

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

22. COUNTERPARTS; FACSIMILE OR PDF/MAIL SIGNATURES.

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

22.2. A facsimile or PDF/emailed copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

23. EFFECTIVE DATE.

23.1. 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.

24. AUTHORIZATIONS.

24.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its bylaws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement on behalf of the Village. The Consultant 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.

25. EQUAL OPPORTUNITY EMPLOYER.

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

25.2. In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act, or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible to enter into any future Agreements or subcontracts with the Village, and this Agreement may be cancelled or voided, in whole or in part, and other sanctions or penalties may be imposed or available remedies invoked as provided by statute or regulation.

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

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

METRO STRATEGIES GROUP, LLC

By: Kevin J. Jackson
Its: Village Manager

By: Seema Wadia
Its: Principal

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2023

Date: _____, 2023