

ORIGINAL

FUNDING GRANT AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND THE OAK PARK-RIVER FOREST COMMUNITY OF CONGREGATIONS

THIS FUNDING GRANT AGREEMENT (hereinafter referred to as “Agreement”) is entered as of the 21st day of February, 2024, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”) and the Oak Park-River Forest Community of Congregations, an Illinois not-for-profit corporation (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, the Grantee shall provide a rental assistance program for asylum seekers currently residing in the Village’s temporary shelter program at various locations in the Village; and

WHEREAS, the Village has agreed to grant funds to the Grantee in order to distribute the funds to applicable housing providers referenced herein (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; RENEWAL.

2.1. The term of this Agreement shall commence on February 21, 2024 and shall terminate on February 20, 2025, unless earlier terminated by either party as set forth herein.

2.2. The Parties may renew this Agreement on the same terms and conditions as set forth herein for an additional period of time pursuant to the written agreement of the Parties executed by the Parties’ authorized representatives.

3.0 SERVICES TO BE PROVIDED BY GRANTEE.

3.1. The Grantee shall manage a rental assistance program for asylum seekers currently in the Village’s temporary shelter program with housing providers within or outside the Village. The Project shall include outreach to property owners and property management entities. The Grantee shall assist asylum seekers in the Village’s temporary shelter program per the Grantee’s Projected Budget attached hereto and incorporated herein by reference. Said grant funds may only be used for rental assistance through February 28, 2025. All grant funds shall be used to assist with rental payments and the Grantee shall not use any portion of the funds to reimburse itself or others for any services provided under this Agreement.

4.0 INITIAL PAYMENT TO THE GRANTEE.

4.1. The total not to exceed amount under this Agreement to be paid to the Grantee shall be \$150,000.00. The Village shall pay this amount to the Grantee on or before February 23, 2024.

5.0 PAYMENTS TO GRANTEE.

5.1. The Grantee shall provide the Village with copies of any and all leases entered into by or for asylum seekers which shall be subject to the review and approval of the Village. Leases shall only be with individuals who are part of the Village's temporary shelter program. The Grantee shall provide the Village with any and all invoices, receipts and/or rental payment records related to the payment of rent on behalf of said individuals.

5.3. Payments to the 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:

Reverend Colin Knapp, President
Oak Park River-Forest Community of Congregations
P.O. Box 3365
Oak Park, Illinois 603003

The Grantee may change the person to whom payments are sent, or the place to which payments are sent, by delivering five (5) days prior written notice pursuant to Section 23.0 of this Agreement.

6.0 ADHERENCE TO VILLAGE POLICIES.

6.1. The Grantee shall adhere to the policies set forth in Exhibit 1, attached hereto and incorporated herein as though fully set forth, or, in the alternative, and that it will have adopted policies of its own which are in substantial compliance with the policies set forth in Exhibit 1.

6.2. All such policies of the Grantee require prior review and approval by the Village before the Grantee can substitute adherence to its own policies for adherence to the Village policies set forth in Exhibit 1. Such policies may be submitted to the Village for review and approval prior to the execution of this Agreement or at any time during the term of this Agreement.

6.3. The Village shall provide the Grantee with timely written approval or disapproval of all such policies submitted by the Grantee. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village policy set forth in Exhibit 1. The Grantee may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

6.4. The Grantee shall be obligated to adhere to the policies set forth in Exhibit 1 until such time as its own written equivalent policy or policies have been filed with and approved by the Village.

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

7.0 GRANTEE AND VILLAGE ADDITIONAL RESPONSIBILITIES.

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

7.2. In connection with the foregoing and other actions to be taken under this Agreement, Grantee hereby designates its President Reverend Colin Knapp 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 Grantee and with the effect of binding the Grantee. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Grantee as having been properly and legally given by the Grantee. The 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 23.0 of this Agreement.

8.0 GRANTEE'S AUTHORITY.

8.1. The 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.

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

9.1. The 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 services to be provided pursuant to this Agreement.

9.2. All personnel necessary for the performance required by this Agreement shall be the 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.

10.0 THE GRANTEE'S BUSINESS ORGANIZATION.

10.1. During the term of this Agreement, the 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)(3), commonly referred to as "501(c)(3)," as amended.

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

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

11.0 FINANCIAL RECORDS.

11.1. At any time during the term of this Agreement, the Village shall have the right to examine the 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.

11.2. The Grantee is accountable for all Village disbursed funds under this Agreement. The 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. The Grantee shall maintain effective control and accountability over all funds disbursed and equipment, property, or other assets acquired with Village funds. The Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that funds have not been unlawfully spent.

11.3. The 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. During the term of this Agreement and such five (5) year period, 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 by a mutually agreeable auditor. During the term of this Agreement and such five (5) year period, the Grantee shall provide full access to all relevant materials and to provide copies of same upon request.

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

11.3.2. 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.

11.3.3. 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.

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

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

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

11.5. Grantee shall use a template provided by the Village to submit monthly reports and documents and shall provide all necessary receipts and ledger(s) and other requested information no later than the last day of each month that this Agreement is in effect.

12.0 UNEXPENDED FUNDS.

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

12.2. Upon dissolution of the 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 the Grantee at the time of the dissolution of Grantee's corporation or at the time of the Grantee's receipt of the Village's notice to terminate this Agreement shall not be considered as "unexpended funds" for purposes of this Section 12.0. Upon dissolution, the Grantee shall notify the Village of the name of the individual or entity responsible for winding up its affairs.

13.0 LEGAL COMPLIANCE.

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

13.2. The 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.

13.3. The 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, national origin or other protected class, 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.

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

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

13.6. Grantee shall comply with the policies set forth in Exhibit 1 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 the Grantee with timely written approval or disapproval of all such policies submitted by the Grantee. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village's Policies. The Grantee may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village. The Grantee shall comply with the Village Policies until such time as its own written equivalent policy or policies have been approved by the Village. The Grantee shall be obligated to submit any change in, or amendment to, such approved policy during the term of this Agreement to the Village for its approval in the same manner as if it were submitting a new policy to the Village for approval.

13.7. The Village is authorized to conduct reviews and conduct other procedures or practices regarding the Grantee's compliance with this Section 13.0. The 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 13.0.

14.0 TERMINATION; SUSPENSION.

14.1. During the term of this Agreement, the Village may terminate this Agreement for cause or suspend payments of grant funds due to: (1) use of funds in a manner inconsistent with

this Agreement; (2) the Grantee's failure to submit required documents pursuant to this Agreement; (3) the Grantee's submission of incorrect or incomplete reports; or (4) the Grantee's failure to perform in accordance with this Agreement.

14.2. 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 23.0 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 the Grantee with a description of the alleged deficiency, and the 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.

14.3. 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 23.0, 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.

15.0 INDEMNIFICATION AND INSURANCE.

15.1. 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.

15.2. 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 15.0. Grantee shall furnish Certificates of Insurance to the Village before starting work pursuant to this Agreement. All insurance policies 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 15.0 and indemnify, hold harmless and defend the Village, its officials, officers, employees, agents and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

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

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

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Services, and in case work is sublet, Grantee shall require each subcontractor similarly to provide workers' compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, Grantee shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

Combined Single Limit	\$1,000,000.00
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(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (E) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds 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 and its officers, officials, agents, employees, and volunteers.

15.4. The Village and the 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.

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

16.0 COVENANT NOT TO SUE.

16.1. The Grantee forever releases and discharges the Village and 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.

16.2. The Grantee covenants not to sue or otherwise bring any action in law or equity against the Village and 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.

17.0 NON-WAIVER OF RIGHTS.

17.1 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.

18.0 NON-ASSIGNMENT AND SUCCESSORS IN INTEREST.

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

18.2. 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.

18.3. 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.

19.0 MODIFICATION AND AMENDMENT.

19.1. 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.

19.2 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.

20.0 CONFLICT OF INTEREST.

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

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

20.3. The parties 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.

20.4. 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. The Grantee further covenants that in the performance under this Agreement, no person having a conflict of interest shall be employed by Grantee.

21.0 NO COLLUSION.

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

22.0 GOVERNING LAW AND VENUE.

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

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

23.0 NOTICE.

23.1. 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 the Grantee:

Reverend Colin Knapp
President
Oak Park-River Forest Community of Congregations
P.O. Box 3365
Oak Park, Illinois 60303
Email: colin.knapp@pilgrimoakpark.org

23.2. 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.

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

24.0 ENTIRE AGREEMENT.

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

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

25.0 SAVINGS CLAUSE.

25.1. 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.

26.0 CAPTIONS AND PARAGRAPH HEADINGS.

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

27.0 AUTHORIZATIONS.

27.1. The Grantee's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Grantee's board of directors or its by-laws to execute this Agreement on its behalf. The Deputy Village Manager warrants that he has been lawfully authorized by the Village Board to execute this Agreement. The 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.

28.0 HEADINGS AND TITLES.

28.1. 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.

29.0 COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

30.0 EFFECTIVE DATE.

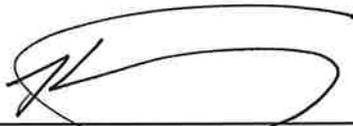
31.1. This Agreement shall be effective as of February 21, 2024.

**[REMAINDER OF 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

OAK PARK-RIVER FOREST COMMUNITY OF CONGREGATIONS





By: Kevin J. Jackson
Its: Village Manager

By: Colin Knapp
Its: President

Date: February 21, 2024

Date: 02/21, 2024

ATTEST

ATTEST





By: Christina M. Waters
Its: Village Clerk

By: Angela Acevedo
Its: HR coordinator

Date: February 21, 2024

Date: 2/21, 2024

**REVIEWED AND APPROVED
AS TO FORM**



LAW DEPARTMENT

FEB 20 2024

EXHIBIT 1

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

A. Conflicts of Interest and Standards of Conduct.

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

Conflicts of Interest and Standards of Conduct

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

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

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

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

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

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

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

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

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

B. Procurement Policy.

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

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

All contracts for which bids are required shall be let to the lowest responsible bidder within the judgment of the Board of Directors, provided that any and all bids received in response to an advertised call for bids may be rejected by the Board of Directors if the

character or quality of goods, materials, equipment, supplies or construction work does not conform to the specifications and/or requirements set forth in the call for bids.

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

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

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

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

the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

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

C. Diversity Statement

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

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

The Grantee agrees to adhere to the Diversity Statement, attached hereto as Exhibit A with regard to diversity, or such equivalent policy of the Grantee as is reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies."

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

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

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

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

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

D. Drug Free Workplace.

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

The content of the notice set forth below sets forth the policy of the Village with regard to the Village as a drug free workplace. The Grantee shall post the notice below or its own equivalent policy in a conspicuous location on the Grantee’s premises where it will be visible to all employees, or provide a copy of the following notice or its own equivalent policy to each employee. Any such notice or policy posted or provided to employees shall name the Grantee and the individual or position which fulfills the “Human Resources Director” position, where indicated.

DRUG-FREE WORKPLACE NOTICE

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

E. Sexual Harassment Policy.

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

SEXUAL HARASSMENT POLICY

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

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

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

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

- **Verbal**: Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits, or sexual propositions;
- **Non-Verbal**: Making suggestive or insulting noises, gestures, leering, whistling or obscene gestures; and
- **Physical**: Touching, pinching, brushing the body, coercing sexual intercourse or assault.

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

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

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

F. Compliance with Employment Laws.

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

G. Compliance with HUD Guidelines.

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

EXHIBIT A
Diversity Statement



Oak Park's Diversity, Equity and Inclusion Statement

The Village of Oak Park reverently recognizes this land that we live, learn, play, and work on was first the original homelands of numerous Native Nations. These indigenous sovereign tribes were unjustly removed from their ancestral land through colonial force. We acknowledge this painful history to ground the work of becoming a diverse, equitable, and inclusive community beginning with recognition and acknowledgment of the harm, hardships, and horrors experienced by the Indigenous community. Nevertheless, the Native American community remains steadfast and enduring in their cultural traditions, rich histories, and relentless advocacy to protect and preserve their sacred homelands. May we atone by honoring this land through our commitment around sustainability, and overall environment wellbeing for all that inhabit this biodiverse land.

As, the Village of Oak Park commits itself to diversity, equity, and inclusion by recognizing that creating a mutually respectful, multicultural and equitable environment does not happen on its own; it must be intentional.

We believe and put into praxis diversity. As Oak Park is a dynamic community that welcomes, respects, and encourages the contributions of all people, in all our rich variety by race, color, ethnicity, ancestry, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital and/or familial status, language, mental and/or physical impairment and/or disability, military status, economic class, immigration status, foster status, body size, criminal history, or any of the other characteristics that are often used to marginalize people and communities.

We believe in and put into praxis equity. As Oak Park leads with an explicit but not exclusive focus on racial equity. We work tirelessly to break down systems of oppression, including racism, sexism, ableism, ageism, homophobia, transphobia,

islamophobia, xenophobia and other forms of bias and hate to achieve a society where everyone has what they need to thrive. This is both a process and a goal. As we must actively reject and rectify any barriers that prevent the full participation of marginalized groups. As equity requires an active attention to the advancement for historically excluded communities.

We believe in and put into praxis inclusion. As Oak Park must create environments in which all voices can genuinely and safely be themselves. Which is achieved through full and broad participation of all community members, and the ongoing commitment to active and intentional engagement. We believe the best decisions are made when everyone is authentically represented in decision-making and power is shared collectively.

In conclusion, the Village of Oak Park commits itself to always reflecting on our past, taking steps presently, in order to ensure a future grounded in diversity, equity, and inclusion in all aspects of local governance and community life. We strive to advance these values by ensuring

that they are operationally reflected in our everyday practices and priorities. We strive to always push ourselves outside of our comfort zones to grow in our understandings to cultivate a diverse, equitable, and inclusive society for all. May we always remain in a perpetual state of learning, listening, and leading in all ways that promotes diversity, equity, and inclusion.

The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

Revision adopted May 1, 2023

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

Vendor Name _____

Total Employees _____

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

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

_____, being first duly sworn, deposes and says that they are the _____ of _____
(Name of Person Making Affidavit) Title or Officer

