

**CONTRACT FOR SERVICES BETWEEN
THE VILLAGE OF OAK PARK AND
DOWNTOWN OAK PARK (FORMALLY KNOWN AS
THE HARLEM LAKE MARION CORPORATION, AN ILLINOIS NONPROFIT CORPORATION)**

THIS CONTRACT FOR SERVICES (hereinafter referred to as "Contract") is entered into by the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, a home rule municipal corporation (hereinafter referred to as the "Village") and Downtown Oak Park, 1010 Lake Street, Oak Park, IL 60301, an Illinois not-for-profit corporation (hereinafter referred to as the "Contractor").

WHEREAS, Special Service Area Number One was established by the Village pursuant to Village Ordinance No. 1973-O-87, adopted on December 17, 1973 and entitled "Ordinance Establishing Village of Oak Park Special Service Area Number One," which was further extended pursuant to Village Ordinance No. 1987-O-97 adopted on December 7, 1987, duly filed with the Cook County Clerk's Office as required by law, and entitled "Ordinance Establishing a Three Percent Property Tax in Special Service Area Number one of the Village of Oak Park;" and

WHEREAS, on December 13, 2007, the Village adopted Ordinance No. 2007-O-62, entitled "An Ordinance Reestablishing Village of Oak Park Service Area Number One with Altered Boundaries and Thereby Extending the Effective Period for a Property Tax of Three Percent of Equalized Assessed Value in Relation Thereto;" and

WHEREAS, Ordinance No. 2007-O-62 authorizes the a property tax to be levied annually, until such time as it is repealed by appropriate action of the President and Board of Trustees of the Village to pay for the cost of such services provided that the special annual tax shall be limited so that the total of said tax does not exceed three (3%) of the assessed valuation as equalized of the property within Special Service Area Number One; and

WHEREAS, the Downtown Oak Park Corporation, an unrelated successor to a prior organization, was organized for the purpose of promoting the development and expansion of business within Special Service Area Number One; and

WHEREAS, the Contractor has the authority to enter into contracts with the Village for the provision of any service necessary to effectuate the Contractor's mission and the purposes of Special Service Area Number One through May 18, 2022.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. Recitals Incorporated

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

2. Term of Contract

This Contract shall commence on the effective date as defined herein, and shall terminate on May 18, 2022, unless earlier terminated by the parties in accordance with the terms of this Contract or unless extended.

3. Village Contribution and Payment Schedule

For the purpose of permitting the Contractor to provide the services described herein, the Village shall provide to the Contractor each year an amount equal to the Special Service Area One tax to be collected in each subsequent year during the term of this Contract, adjusted for any difference between the estimated and actual Special Service Area One taxes collected in the prior year and any amounts paid for special services directly by the Village pursuant to Ordinance No. 2007-O-62, "Reestablishing Special Service Area One."

A Special Service Area Fund balance of up to 10% of the Contractor's reported expenses for the previous year has been established by the Village to provide a funding source for adjustments arising from a difference between estimated and actual Special Service Area One taxes collected. All Special Service Area One taxes collected above and beyond the 10% Special Service Tax Fund shall be utilized to offset necessary tax assessment in the following tax cycle.

In consideration of the establishment of the Special Service Area One Tax Fund, the Village agrees to provide to the Contractor on an annual basis by a date certain a complete accounting of all funds collected by and paid out by the Special Service Area One Tax Fund.

In consideration of the Contractor providing the services set forth in this Contract, the Village agrees to pay the Contractor four times yearly on or before January 30th, April 30th, August 30th and October 30th, subject to approval of the Contractor's monthly documentation, including, but not limited to, all reports set forth herein. Any and all payments to be made to the Contractor by

the Village pursuant to this Contract are subject to the availability of funds to the Village from any and all sources.

4. Scope of Services

The Contractor shall perform the services and make a good faith effort to achieve the goals set forth in the Scope of Services attached hereto as Exhibit 1 and made a part hereof.

5. Compliance with Applicable Laws

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the term of this Contract. In furtherance of said requirement, the Contractor shall:

- a. 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; and
- b. Take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.

The Contractor agrees and authorizes the Village to conduct reviews to ensure the Contractor's compliance with this Section. The Contractor 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 requirements set forth in this Section.

The Contractor shall not violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the Contractor with regard to this Contract or payments made pursuant to this Contract.

6. Adherence to Village Policies

The Contractor shall adhere to the policies set forth in Exhibit 2 of this Contract, attached hereto and incorporated herein by reference, or, in the alternative, agrees to adopt policies of its own which are in substantial compliance with the policies set forth in Exhibit 2.

All such Contractor policies pursuant to this Section shall require prior review and approval by the Village before the Contractor can substitute adherence to its own policies for adherence to the Village policies set forth in Exhibit 2. Such policies may be submitted to the Village for review and approval prior to the execution of this Contract or at any time during the term of this Contract.

The Village shall provide the Contractor with timely written approval or disapproval of all such policies submitted by the Contractor. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with Exhibit 2. The Contractor may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

The Contractor shall be obligated to adhere to the policies set forth in Exhibit 2 until such time as its own written equivalent policy or policies have been approved by the Village.

The Contractor shall be obligated to submit any change in, or amendment to, such approved policy during the term of this Contract 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. Personnel

The Contractor represents that it has or will secure all personnel, consultants and subcontractors necessary to perform the services required of it under this Contract. All of the services required hereunder will be performed by the Contractor, or under its supervision, or pursuant to contracts, and all personnel engaged in said services shall be fully qualified to perform such services.

8. Submittal of Budget

On or before August 1st each year that this Contract is in effect, the Contractor shall submit to the Village for review the Contractor's proposed budget for the following calendar year. As part of the Annual Budget submission, Contractor will indicate whether the budget includes funds for snow removal and will include a map indicating which areas will be covered as part of the snow removal

budgeted amount. The Village will review the Contractor's request for funding with the final funding decision being approved by the Village's President and Board of Trustees. The Contractor's annual budget request shall be accompanied by an updated organizational chart listing positions currently filled with current salaries, vacant positions with prior salaries and reflecting the current internal reporting structure of the Contractor's organization.

9. Audits and Inspections

- a. Upon reasonable request, during normal business hours, the Village may examine, and the Contractor shall make available, all of its records used in the preparation of its progress and activity reports to the Village with regard to all programs which are funded in total or in part by the Village or through the Village as funding agent. The Contractor shall permit the Village to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the Village deems necessary.
- b. The Contractor shall provide the Village with an annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards.

The audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year. The Contractor shall provide such additional information as the Village Manager or his or her designee may require after review of the submitted audited annual statement.

Upon the timely request of the Contractor, the Village will provide the Contractor with any direction and guidance the Contractor may require with regard to the preparation of the annual audited financial statement.

10. Reports

The Contractor will submit the following reports to the Village on an annual basis on or before August 1st during the term of this Contract:

- a. A report of all marketing activities undertaken on behalf of the tax payers and businesses and business property owners within the boundaries of Special Service Area One.

- b. A financial report of the Contractor's revenues and expenses.
- c. An activities report detailing all events held within the boundaries of Special Service Area One including event descriptions, marketing efforts associated with the event, and estimated event attendance

All reports required by this Section shall be submitted to the Village Manager or the Manager's designee.

11. Termination of Contract or Suspension of Payment

- a. The Contractor acknowledges and agrees that the Village's President and Board of Trustees may review the Contractor's performance during the term of this Contract, and that this review may result in amendment to the funding provided to the Contractor during the next applicable Contract year.
- b. This Contract may be terminated without cause by either party pursuant to ninety (90) days prior written notice of the applicable party's intention to terminate this Contract.
- c. The Village may terminate this Contract for cause or suspend payments of grant funds at any time due to: 1) use of funds in a manner inconsistent with the Contractor's scope of services; 2) failure by the Contractor to submit any required reports; 3) submission by the Contractor of incorrect or incomplete reports; or 4) the Contractor's failure to perform the services in accordance with this Contract.
- d. In the event the Village elects to terminate this Contract for cause or to suspend payments under this Contract for any reason stated in this Contract, the Village shall provide written notice to Contractor of its intention to terminate the Contract for cause or suspend payments if the Contractor fails to cure any of the matters set forth in subsection c above within thirty (30) days after receipt of the notice to the Contractor. The written notice shall provide the Contractor with a description of the alleged deficiency, and shall state a time and place wherein Contractor shall be afforded the opportunity at a meeting between the parties to refute the matter set forth in the notice prior to the Village's termination or suspension of payments. The Village Manager or the Manager's designee shall be present at this meeting and shall make the determination as to whether or not the Village shall terminate this Contract and/or shall continue, suspend, or terminate payments.

12. Notices

All notices required by this Contract shall be delivered either personally or by certified and regular mail to the Village by hand delivery or United States mail to the Village Manager, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 and to the Contractor by hand delivery or United States mail same to the Contractor's Executive Director, 1010 Lake Street, Oak Park, Illinois 60301. 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.

13. Return of Unused Funds

Thirty days after dissolution of the Contractor's corporation or termination of this Contract, any unused funds of the Contractor originally provided by the Village shall be immediately returned to the Village. Funds which have already been obligated by the Contractor at the time of the dissolution of the Contractor's corporation or at the time of the Contractor's receipt of the Village's notice to terminate this Contract shall not be considered as "unused funds" for purposes of this Section. Upon dissolution of the Contractor's corporation, the Contractor shall notify the Village of the name and contact information of the individual who will be responsible for winding up its corporate affairs.

14. Assignment

The Contractor shall not assign this Contract or any part thereof and the Contractor shall not transfer or assign any Funds provided hereunder or claims due or to become due hereunder without the written approval of the Village having first been obtained.

15. Conflict of Interest

- a. The Contractor shall adhere to the conflict of interest policy set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Contractor further covenants that in its performance of the services pursuant to this Contract, no person having such a conflict of interest shall be employed by the Contractor.
- b. The Contractor shall establish safeguards to prohibit its officers, directors, agents and employees from using Village funds for their own private use. No Village officer or employee may be hired or paid with funds derived directly or indirectly through this Contract. The parties acknowledge and agree that Village officers and employees may

serve as directors and volunteers of the Contractor and their service shall not be deemed to be a conflict of interest.

16. Amendments

This Contract and any attachments and exhibits referenced herein and delivered to the Contractor, constitute the entire agreement between parties. Except as provided in Section 10(a), no modifications, additions, deletions, or the like, to this Contract shall be effective unless and until approved in writing by the authorized representatives of the parties.

17. Contractor's Business Organization

- a. Prior to this Contract's execution, the Contractor shall be registered to do business in the State of Illinois with the Illinois Secretary of State, and be incorporated as an Illinois not-for-profit corporation. The Grantee shall also be registered with the United States Internal Revenue Service and approved to operate as a tax exempt organization pursuant to 26 U.S.C. § 501(c)(6), commonly referred to as "501(c)(6)," as amended.
- b. The Contractor shall hire and maintain a qualified and competent staff to provide all management and administrative services necessary to accomplish the Contractor's mission, goals and objectives, or retain qualified professional accountant and legal consultants.
- c. The Contractor shall appoint or elect a properly constituted board of directors consistent with the Contractor's duly adopted by-laws. The board of directors shall appoint a committee to oversee the expenditure of the funding grants provided pursuant to this Contract.
- d. The Contractor shall operate in accordance with this Contract, the Contractor's articles of incorporation and by-laws, and actions of the Contractor's board of directors.
- e. The Contractor shall procure all services and acquire assets and materials financed in whole or in part with funds pursuant to this Contract through written, contractual agreements.
- f. The Contractor shall participate in the Village's branding and marketing program coordinated by the Oak Park Economic Development Corporation (Oak Park EDC),

including attending program meetings and utilizing the materials developed pursuant to the program in Contractor's marketing materials.

18. Indemnification and Insurance

- a. The Contractor shall hold harmless, indemnify and defend the Village, its officers, employees, agents and volunteers from any and all claims, suits, actions, costs, and fees, including, but not limited to, attorneys' fees, interest and expenses, growing out of, or connected with the performance of this Contract, or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, volunteers, subrecipients, independent contractors, or subcontractors.
- b. Nothing contained herein shall be construed as prohibiting the Village, its officers, employees agents, or volunteers from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits
- c. In the event that any demand or claim relating to this Contract is known to either party, the Village or the Contractor shall notify the other party in writing in an expedient manner.
- d. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the kinds and limits set forth in this Section 18. The Contractor shall furnish certificates of insurance to the Village before any Village grants are released pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois, which have a rating of not less than A according to the latest edition of the A.M. Best Company. Such policies shall include a provision preventing cancellation of the insurance policy except upon 15 days prior written notice to the Village. Such provision shall also be stated on each certificate of insurance as "Should any of the above-described policies be canceled before the expiration date, the issuing company shall mail 15 days' written notice to the certificate holder named to the left." Upon the

Village's written request, the Contractor shall provide copies of any or all policies of insurance to the Village.

- e. 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 Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed Aggregate	\$2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Coverage is to be written on an "occurrence" basis.
- iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- v. Cover all claims arising out of Contractor's operations or premises, anyone directly or indirectly employed by Contractor, and Contractor's obligations under indemnification under this Contract.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois. The Contractor shall require each of its subcontractors similarly to provide workers' compensation insurance.

(C) Umbrella:

- i. Limits:

Each Occurrence/Aggregate	\$ 2,000,000.00
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- (D) The Village, its officers, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein. The Contractor 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, or the Contractor or their officers, employees, agents and volunteers. Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, employees, agents and volunteers.

19. Headings

The section headings of this Contract are for convenience and reference only and in no way define or describe the scope of intent of this Contract and should be ignored in construing or interpreting this Contract.

20. Effective Date

The effective date of this Contract shall be the date of execution of the Village Manager of Oak Park as set forth below.

21. Binding Authority

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the dates set forth below.

VILLAGE OF OAK PARK

ATTEST

Cara Pavlicek
Cara Pavlicek
Village Manager

Vicki Scaman
Vicki Scaman
Village Clerk

Date: Dec 15, 2017

Date: Dec 15, 2017

DOWNTOWN OAK PARK

ATTEST

Shannon Williams
Executive Director

By:
Its:

Date: _____, 2017

Date: _____, 2017

REVIEWED AND APPROVED
AS TO FORM

Pat L. Hyman
DEC 14 2017
LAW DEPARTMENT

EXHIBIT 1
DOWNTOWN OAK PARK CORPORATION
SCOPE OF SERVICES

The Village Service Commitment

The Village shall continue to provide at no cost other than those included in general or special taxes or as may have been invoiced to the recipients of such services at the time of inception of the original implementing agreement, such municipal services as are commonly provided from time to time to other commercial areas in the Village of Oak Park.

The Village Manager at his or her discretion will designate a Village Staff Liaison to act as the key contact between the Contractor and the Village. Said liaison will represent the Village at all Corporate Board Meetings in such capacity as mutually agreed to by the Village and Contractor.

Contractor Scope of Services

Services to be performed by the Contractor shall include services which, in its discretion, are deemed necessary for the proper management of the Special Service Area One as authorized by Village Ordinance 2007-O-62-G-121307 including, but not limited to the following:

- a. Organization and management of special functions designed to promote the commercial success of the area
- b. Consultation with and assistance to property owners and commercial tenants who comply with the bylaws of the Corporation.
- c. Coordinate or present or collaborate to present up to four (4) seminars per year to assist property owners and commercial tenants with respect to retailing techniques, including best practices for property management, retail signage and window display.

- d. Promotion of uniform recommended standards of property maintenance relating to operation of businesses.
- e. Employment of a full time Executive Director to monitor the day-to-day business of the Corporation.
- f. Monitoring and maintaining the physical appearance and retail standards of the area.
- g. Marketing services targeting the broadest consumer market will take advantage of established and emerging marketing tools and highlight the businesses and services available in Special Service Area One. Provision of marketing services to target a reasonably broad consumer market featuring the businesses and services available in Special Service Area One.

EXHIBIT 2
ADDENDUM TO AGREEMENT

The Contractor agrees to comply with the terms and conditions set forth herein. Any violation of these terms or conditions shall subject the Contractor, at the Village's discretion, to possible contract termination or suspension of payments in accordance with Section 10 of the Agreement, entitled "Termination of Agreement or Suspension of Payment."

A. Conflicts of Interest and Standards of Conduct.

The Contractor shall adhere to the following provisions relating to Ethics and Conflicts of Interest or to such equivalent policies of the Contractor as has been reviewed and approved by the Village in accordance with the section of the Agreement entitled "Adherence to Village Policies." For purposes of this policy, the term Organization shall refer to the legal entity which is a party to the Contract with the Village.

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 Directors 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 Organization. No Director or employee shall, in the performance of his or her duties on behalf of the Organization, grant or make available to any person or entity, including other directors or employees of the Organization, any consideration, treatment or service beyond that which is available to every other similarly situated person or entity served by the Organization.
3. Conflict of Interest: No director or employee shall engage in any business transaction or shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of the Director's official duties in the interest of the Contractor or which may tend to impair his/her independence of judgment or action in the performance of his/her official duties.

4. Interest in contracts: No director or employee shall have any financial or personal interest, directly or indirectly, in any contract, work or business with the Organization 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 Organization is not a party to the contract, and the contract is rather with a person or entity served by the Corporation as a part of its corporate purpose;

Any contract awarded under this Section 4 must comply with the Organizations 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 Organization, 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

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

a Director may have in a proposed general policy of the Corporation 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 Corporation or use such information to advance the financial or other private interest of the Director, or employee or others.
7. Corporate Property: No Director or employee shall request, permit or engage in the unauthorized use of Corporate-owned funds, vehicles, equipment, materials or property of personal convenience or profit.

B. Procurement Policy.

The Contractor agrees to adhere to the provisions set forth below relating to the procurement of goods and services which are funded, in whole or in part, by the Village or through the Village as funding agent, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the Agreement, entitled "Adherence to Village Policies."

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/her designee (hereinafter "Executive Director"), without such previous authorization, shall cause the same to be purchased upon his/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 Contractor. All contracts shall be let to the lowest responsible bidder, provided that any and all informal quotes for equipment, supplies or repair work may be rejected by the 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,

² NOTE: The final sentence in Section 5 is intended to ensure that board members who may be landlords, realtors, bankers, etc. are not prevented from voting on general corporate policies that may have some impact, direct or indirect, on all members of that profession.

resources, work history with the Corporation, work history with others, quality of work and ability to meet all specifications and/or requirements of the Corporation 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 Paragraph 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/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 Corporation 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/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 Corporation and shall be forfeited to the Corporation 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 and shall be signed by the contractor. One original so executed shall be kept and filed in the Corporate offices and the other shall be given to the contractor. All contracts and bonds so taken shall be in the name of, and run to, the Corporation.

7. Contractors' Bonds. Whenever any construction work, expected to be in excess of ten thousand dollars (\$10,000.00), is let by contract to any person or entity, the Corporation 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 Corporation against all liabilities, judgments, costs and expenses which may in any manner accrue against the Corporation in consequence of granting such contract or which may in any manner result from the carelessness or neglect of such person, or entity or its agents, employees or workers in any respect whatever.

8. Bid Tabulation. The Contractor shall prepare a spreadsheet for each separate contract over ten thousand dollars (\$10,000.00) for goods and services awarded by it. Each spreadsheet shall name and identify all entities submitting bids or proposals on specific contracts by name and address, describe the goods provided or the work performed, set forth the cost, fee or amount proposed by each such entity

in response to the call for bids or request for proposals or quotes, the name and address of the entity who was awarded the contract, and the reasons therefore. The Contractor shall submit copies of all such spreadsheets to the Village on a quarterly basis as a part of the general quarterly reporting process required under this agreement.

C. Diversity Statement

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

Attached hereto as Exhibit "A," and made a part hereof, is the Diversity Statement adopted by the President and Board of Trustees of the Village of Oak Park in 1997 and amended in 2007.

The Contractor, as a Partner Agency of the Village of Oak Park, agrees to adhere to the Diversity Statement, attached hereto as Exhibit "A" with regard to diversity, or such equivalent policy of the Contractor as is reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies." In carrying out its commitment to diversity, as set forth in the Diversity Statement, the Contractor agrees to use its best efforts to affirmatively recruit qualified women and minority candidates to fill vacant positions within its organization and to use its best efforts to affirmatively recruit qualified MBE and WBE businesses to participate in the Contractor's process of contracting for goods and services.

The Village shall, upon request, provide the Contractor with the names of known minority and women-owned businesses and business referral agencies.

The Contractor shall annually submit to the Village an E.E.O. Report, the format of which is attached as Exhibit "B," showing the breakdown of its employees by race, sex and job classification. In addition, the Contractor will report the race, sex and job classification for any new employees hired during the preceding year and indicate the general efforts which were made by the Contractor during the course of the previous year to recruit qualified women and minority candidates for such position(s).

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

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

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

D. Drug Free Workplace

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

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

NOTICE OF A DRUG-FREE WORKPLACE

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

E. Sexual Harassment Policy

The Contractor agrees to adhere to the sexual harassment policy set forth below or to such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with that Section of the agreement entitled “Adherence to Village Policies.”

SEXUAL HARASSMENT POLICY

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

Any employee found by the (Name of Contractor) to have engaged in sexual harassment of another employee 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 had been the subject of sexual harassment shall report the alleged conduct immediately to the Contractor's Human Resources Director, Executive Director or such other employee, other than the alleged harasser, as may be designated by the Contractor. The information will then be forwarded to the CEO/ Manager/ 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.

Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited. Any employee found by the (Name of Contractor) to have retaliated or discriminated against an employee for complaining about sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

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

F. Domestic Partnership Program.

The Contractor/Partner Agency agrees to adhere to the Domestic Partnership Program attached hereto as Exhibit "C" and made a part hereof as a program for the benefit of employees of the Contractor or to such equivalent Contractor policy as has been reviewed and approved by the Village in accordance with that section of the agreement entitled "Adherence to Village Policies."

The Village will assist the Contractor with the implementation of the Program at the Contractor's request.

The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the Domestic Partnership Program required herein and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based thereon. The obligations of the Village, set forth hereinabove, shall survive any termination of the agreement between the Contractor and the Village.

G. Compliance with Employment Laws

The Contractor hereby certifies that it will perform the services in compliance with all applicable federal and state employment laws, including but not limited to all laws prohibiting discrimination in employment.

H. Compliance with HUD Guidelines.

In the event that the Contractor is a recipient of Community Development Block Grant (CDBG) money under the terms of this agreement, the Contractor hereby confirms its adherence to and compliance with all Department of Housing and Urban Development rules, regulations, and guidelines adopted in relation to the administration of such CDBG funds.