



PROFESSIONAL INTERGOVERNMENTAL SERVICES AGREEMENT

THIS PROFESSIONAL INTERGOVERNMENTAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this ____ day of May, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and the Board of Trustees of the University of Illinois, a body corporate and politic organized and existing under the laws of the State of Illinois, on behalf of the University of Illinois Chicago (hereinafter referred to as the “Consultant”).

RECITALS

WHEREAS, the Village intends to have professional services performed by the Consultant to provide a racial equity community needs assessment (hereinafter referred to as the “Project”) pursuant to the Consultant’s Proposal dated March 14, 2023, attached hereto and incorporated herein by reference (hereinafter referred to as “Consultant’s Proposal”), the Village’s Request for Proposals (“RFP”) dated February 21, 2023, attached hereto and incorporated herein by reference, and this Agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (hereinafter referred to as the “Act”) also authorizes intergovernmental cooperation and agreements; and

WHEREAS, the Village and the Consultant are public agencies as that term is defined by the Act; and

WHEREAS, the Village has received funds under the American Rescue Plan Act (“ARPA”) and shall use said funds to pay for the services to be provided for the Project by the Consultant; and

WHEREAS, the Village and the Consultant have determined to enter into this Agreement pursuant to the above authority in order for the Consultant to provide the services set forth herein for the Village.

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

1. RECITALS INCORPORATED.

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

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall perform the Project as more completely described in the Consultant's Proposal. After written authorization by the Village, the Consultant shall provide the services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Proposal. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

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

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

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates its Associate Dean for Diversity, Equity and Inclusion Kathleen Yang-Clayton, Ph.D. as the Principal Investigator for the Project. The Consultant's Comptroller, Paul N. Ellinger, is the authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in

accordance with Section 19 of this Agreement.

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

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the services in an amount not to exceed \$150,000 ("Contract Price") to be paid from Village ARPA funds. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

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

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

3.4. The Village may declare the Consultant in default if the Consultant has failed to cure, or to cause to be cured, any event of default within thirty (30) calendar days after the Village gives its notice under terms of this Agreement specifying the event of default. Or if the event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Village may

declare the Consultant in default if the Consultant has failed, in the sole opinion of the Village, to begin and continue diligent efforts to cure. Notwithstanding the foregoing, with respect to any event of default the Village may declare under this Agreement because of a default under any other agreement Consultant may presently have or may enter into with the Village during the life of this Agreement, then the reference in the first two sentences of this section to thirty (30) calendar days shall be deemed to be referenced to sixty (60) days.

3.5. The Village shall provide the Consultant written notice of the default and of any present intention of the Village to terminate the Agreement, in accordance with Section 19 below. If not listed in Section 19 below, the notice shall also be given to:

University of Illinois Chicago
University Counsel
1737 W. Polk Street, Suite 405
Chicago, Illinois 60612

3.6. Once the Village has declared a default, the Village may invoke any or all of the following remedies:

3.6.1. The right to take over and complete the Services or any part of them as agent for and at the cost of Consultant, either directly or through others. Consultant will have, in that event, the right to offset from the cost the amount it would have cost the Village under the terms and conditions of this Agreement, had Consultant completed the Services;

3.6.2. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the Village;

3.6.3. The right of specific performance, an injunction or any other appropriate legal or equitable remedy against Consultant;

3.6.4. The right to money damages;

3.6.5. The right to withhold and offset against the Village's money damages all or part of the Consultant's compensation for Services satisfactorily provided prior to declaration of default, in an amount not to exceed the money damages claimed by the Village; and

3.6.6. The right to deem the defaulting Consultant non-responsive in future contracts to be award by the Village.

3.7. If the Village considers it to be in the Village's best interests, it may elect not to declare default or to terminate the Agreement. The Parties acknowledge that this provision is solely for the benefit of the Village and that if the Village permits Consultant to continue to provide the Services despite one or more events of default, Consultant will in no way be relieved

of any of its responsibility, duties or obligations under this Agreement nor will the Village waive or relinquish any of its rights.

3.8. The remedies under the terms and conditions of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event or default or acquiescence in it, and every such right and power may be exercised from time to time as often as the Village deems expedient.

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

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 3.9 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may take effect unless the terminating party gives the other party not less than thirty (30) calendar days' written notice pursuant to Section 19 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for services performed to the effective date of termination, including reimbursable expenses and non-cancelable obligations made before receipt of notice of termination. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the extent permitted by Illinois law, the Consultant shall indemnify, defend and hold harmless the Village from and against claims, causes of action, liability, damages, costs or expenses caused by any programs or services provided under this Agreement, or any other material breach of the terms of this agreement by Consultant or any person or entity under Consultant's control. Consultant's obligations to indemnify the Village will survive the expiration or termination of this Agreement. Consultant's obligation to indemnify the Village will be subject to the following limitations in substance and amount: (a) the Consultant's statutory self-insurance plan and laws intended to limit the exposure and liability of Consultant as an

instrumentality of the State of Illinois (e.g. State Lawsuit Immunity Act [745 ILCS 5]; U.S. Constitution Amendment XI, and Illinois Court of Claims Act [705 ILCS 505]; and (b) the assertion of contributory negligence, fault of claimant and all other defenses. In no event, shall Consultant's liability to indemnify exceed what might have been its liability to a third-party claimant if sued directly by the third-party claimant and all appropriate defenses had been raised by Consultant. The Village may, at its option, conduct the defense or settlement of any such action arising as described herein, and Consultant shall fully cooperate with such defense. The Consultant shall require any subcontractor who provides services relating in any way to this Agreement to maintain insurance or secure bonding adequate to protect against all liabilities arising from these activities and shall furnish the Village with the certificates of insurance or bonding. Where such request is made, the bond of each person shall be in an amount equal to the funding provided for by this Agreement, from a surety acceptable to the Village.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, self-insurance, commercial insurance or a combination of the two of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All commercial insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice has been issued. The Consultant shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, employees, attorneys and volunteers as set forth in this Agreement.

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

(A) Commercial General Liability:

- i. Coverage to include, Broad Form Property Damage, 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 claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) Professional Liability:

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or

premises, anyone directly or indirectly employed by the Consultant.

(C) **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 Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, scheduled 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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(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as additional insureds on the Commercial General Liability and Umbrella insurance policies identified herein. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, agents, employees, and volunteers.

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

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

7. SUCCESSORS AND ASSIGNS.

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

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

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

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

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

10.4. Consultant makes no representations or warranties, express or implied, regarding its performance under this Agreement, including but not limited to the marketability, use or fitness for any particular purpose of the research results developed under the Project.

10.5. Neither Party shall be liable to the other for indirect, special, consequential, punitive, or other incidental damages arising from, related to, or connected with the other Party's use of data, results, inventions, or any other research results provided, even if the party was advised of the possibility of such damage.

10.6. Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, but such approval shall not be unreasonably withheld.

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

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

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

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. **Background Intellectual Property.** Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means: (a) all works of authorship created outside the scope of this Agreement; and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

11.2. Publication of Final Report. The Consultant may publish the final report prepared pursuant to this Agreement subject to the review of the Village Manager or the Village Manager's designee. The final report shall otherwise be the property of the Village, provided Consultant shall have the right to use the final report for internal, research and academic non-commercial purposes and for publication. If the Village has any objections to the publication, on grounds other than confidentiality, that are not resolved within the time as agreed by the Parties, then Consultant may publish the materials but shall include therein the following: "Although the research or services underlying this article were funded in whole or in part by the Village, the Village does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, the Village shall not have the right to control or censor the contents of the Consultant's publications. The Consultant shall not receive any monetary compensation for the publication of the report.

11.3. Drawings, plans, specifications, photos, reports, information, observations, calculations, note, records and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the United States Department of Treasury pursuant to the ARPA and any applicable regulations, and the Consultant agrees, upon advance notice, during Consultant's normally business hours and at the sole expense of Village, to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.4. The Consultant shall have the right to include among the Consultant's promotional and professional materials those any report and other work products that are prepared by the

Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

11.5. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Consultant agrees to be responsible for Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

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

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

15. CONFIDENTIALITY.

15.1. The parties recognize and agree to keep records, documents and other materials as designated by the Village confidential as herein provided.

15.2. With respect to the disclosure of data or other information by the Consultant or the Consultant's employees, the Consultant shall hold all information in confidence for a period of five years after the completion of the Project unless as required by law. Upon the Village's request, the Consultant shall destroy or return all the Village's Confidential Information existing in tangible form. The Village and the Consultant shall never disclose or make any use of any

information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Consultant's duties for the Village. Before providing confidential information to a third party, the Consultant shall secure the permission of the Village in writing to provide such data or other information to the third party. In order to enforce this provision, the Village must mark tangible information "confidential" at the time of disclosure and, within thirty (30) days of an oral disclosure, provide the receiving party a written summary that sufficiently describes the information that receiving party should protect as Confidential Information.

15.3. The obligation set forth in Section 15.2 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

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

16. NO COLLUSION.

16.1. The Consultant hereby represents and certifies that neither it nor any of its principals used in any capacity in connection with this contract is 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 Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) 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 Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant 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.

17. ENTIRE AGREEMENT.

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

18. GOVERNING LAW AND VENUE.

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

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

19. NOTICE.

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

If to the Village:

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

If to the Consultant:

Peggy Diskin, Director Pre-award Services
Office of Sponsored Programs
1737 W. Polk Street, 304 AOB, Chicago, IL 60612
Email: awards@uic.edu

With a Copy to:

Kathleen Yang-Clayton, Ph.D.
Associate Dean for Diversity, Equity and Inclusion
University of Illinois Chicago
400 South Peoria Street
2109 AEH, MC 278
Chicago, Illinois 60607
Email: kclaytn@uic.edu

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

19.3. Notice 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.

20. BINDING AUTHORITY.

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

21. HEADINGS AND TITLES.

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

22. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

23. EFFECTIVE DATE.

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

24. AUTHORIZATIONS.

24.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

25. EQUAL OPPORTUNITY EMPLOYER.

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

underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

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

VILLAGE OF OAK PARK

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS, ON BEHALF OF
THE UNIVERSITY OF ILLINOIS CHICAGO**

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2023

Date: _____, 2023

ATTEST:

ATTEST:

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2023

Date: _____, 2023