

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.