

**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**WHEREAS**, Ordinance No. 2007-O-62 authorizes the a property tax to be levied annually, until such time as it is repealed by appropriate action of the President and Board of Trustees of the Village to pay for the cost of such services provided that the special annual tax shall be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 30<sup>th</sup>, April 30<sup>th</sup>, August 30<sup>th</sup> and October 30<sup>th</sup>, 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 1<sup>st</sup> 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  
Village Manager

\_\_\_\_\_  
Vicki Scaman  
Village Clerk

Date: \_\_\_\_\_, 2017

Date: \_\_\_\_\_, 2017

**DOWNTOWN OAK PARK**

**ATTEST**

\_\_\_\_\_  
Shannon Williams  
Executive Director

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2017

Date: \_\_\_\_\_, 2017

**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.