



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_\_ day of October, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Mesirow Insurance Services, Inc., d/b/a Alliant/Mesirow Insurance Services, an Illinois corporation (hereinafter referred to as the "Contractor").

### **RECITALS**

**WHEREAS**, the Village intends to have services performed by the Contractor to provide research and evaluate the insurance marketplace for the Village's excess public entity liability, excess worker's compensation, property and casualty, and crime insurance coverage for a three (3) year term ("Services");

**WHEREAS**, the Village issued a Request for Proposals ("RFP") for said Services dated July 31, 2018 incorporated herein as though fully set forth and the Contractor submitted its Proposals in response to the Request for Proposals received by the Village on August 27, 2018, attached hereto and incorporated herein as though fully set forth; and

**WHEREAS**, the Contractor has represented to the Village that it has necessary expertise to perform the Services and has expressed its willingness to furnish its Services subject to terms and conditions set forth in this Agreement.

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

#### **1. RECITALS INCORPORATED**

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

#### **2. SERVICES OF THE CONTRACTOR**

2.1. The Contractor shall provide the Services set forth herein pursuant to its Proposals.

2.2. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between a provision of the Contractor's Proposals and this Agreement or the Request for Proposals, this Agreement or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. The Village's Authorized Representative. The Village's Manager or the Village's 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 Contractor 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 Contractor with written notice of such change which notice shall be sent in accordance with Section 22 of this Agreement.

2.5. The Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates John P. Harney, Executive Vice President, as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor 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 22 of this Agreement.

2.6. The Contractor shall be an independent Contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

### **3. COMPENSATION FOR SERVICES**

3.1. The Village shall compensate the Contractor for the Services as set forth in the Contractor's Proposal.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to the Contractor 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 Contractor shall be furnished without the written authorization of the Village.

3.3. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of the subcontractors, suppliers, or other persons performing the Contractor's Services if applicable; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of receiving invoice.

3.4. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due to the Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3.5. The Contractor'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 Contractor the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Contractor as provided for in this Agreement ("Final Payment"). The acceptance by the Contractor of Final Payment with respect to the Services shall operate as a full and complete release of the Village and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Contractor reserved in writing at the time of submitting its invoice for final payment.

#### **4. TERM AND TERMINATION**

4.1. This Agreement shall be for three (3) fiscal years beginning on the effective date of this Agreement and conclude on December 31, 2021.

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 be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days' written notice pursuant to Section 22 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Contractor pursuant to this Agreement.

## **5. RIGHT TO AUDIT**

5.1. The Contractor shall for a period of three (3) years following performance of the Services, keep and make available for the inspection, examination and audit by the Village or the Village's authorized employees, agents or representatives, at all reasonable time, all records respecting to the Services and expenses incurred by the Contractor, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by the Contractor is found to have been overstated, the Contractor shall provide the Village an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of the Village's expenses for and in connection with the audit respecting such invoice.

## **6. INDEMNIFICATION**

6.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, officials, employees, agents, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers, officials, employees, agents and volunteers, arising out of the negligent performance of the work by the Contractor, its employees, or subcontractors, except for the negligence of the Village, its officers, officials employees, agents or volunteers.

## **7. CONFIDENTIALITY**

7.1. In connection with this Agreement, the Village may provide the Contractor with confidential information to enable the Contractor to render the Services hereunder, or the Contractor may develop confidential information for the Village. The Contractor agrees: (i) to treat and to obligate the Contractor's employees to treat as confidential all such information whether or not identified by the Village as confidential; (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which the Contractor may

make for the Village to any person, company or corporation or use the same in any manner whatsoever without first obtaining the Village's written approval; and (iii) not to disclose to the Village any information obtained by the Contractor on a confidential basis from any third party unless the Contractor shall have first received written permission from such third party to disclose such information.

## **8. USE OF THE VILLAGE'S NAME OR PICTURE OF PROPERTY**

8.1. The Contractor shall not in the course of performance of this Agreement or thereafter use or permit the use of the Village's name nor the name of any affiliate of the Village, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of the Contractor, nor disclose or transmit the same to any other party.

## **9. LIENS AND ENCUMBRANCES**

9.1. The Contractor, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under the Contractor, hereby waives and releases any and all statutory or common law mechanics', materialmens' or other such lien claims, or rights to place a lien upon the Village's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. The Contractor further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Village. The Contractor shall protect the Village from all liens for labor performed, material supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subcontractors, supplier or materialmen, or other person, company or corporation, upon the Village's property or any improvements thereon, by reason or any claim or demand against the Contractor or otherwise in connection with the Services.

## **10. INSURANCE**

10.1. The Contractor shall at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 10. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date,

the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 10 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents and volunteers as set forth in this Agreement.

10.2. 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, Contractual and Personal Injury.
- ii. Limits:

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

(C) **Workers' Compensation:**

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, 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 the Workers' Compensation Act, 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. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

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

i.	Limits:	
	Each Occurrence/Aggregate	\$2,000,000.00

- (F) The Village, its officers and employees shall be named as an additional insured on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. 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, its officers, officials, employees, agents and volunteers.

10.3. The Village and the Contractor 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 Services.

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

## **11. SUCCESSORS AND ASSIGNS**

11.1. The Village and the Contractor 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 Contractor 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 benefit hereunder to anyone other than the Village and the Contractor.

## **12. FORCE MAJEURE**

12.1. Neither the Contractor 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.

### **13. AMENDMENTS AND MODIFICATIONS**

13.1. 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 Contractor in accordance with Section 22 of this Agreement.

### **14. STANDARD OF CARE**

14.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all specifications, reports and other 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.

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

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

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

14.5. The Contractor 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 Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.



14.6. The Contractor 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 Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## **15. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS**

15.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to the Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

15.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Services under this Agreement and for three (3) years after completion of the Services. The Contractor 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 Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors 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 federal funding entity, if applicable, and the Contractor agrees 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 Contractor 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 Services 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.

15.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

## **16. SAVINGS CLAUSE**

16.1. 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 its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **17. NON-WAIVER OF RIGHTS**

17.1. 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.

17.2. This Agreement shall not prohibit the Contractor from providing its Services to any other public or private entity or person. In the event that the Contractor 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 the Contractor, and the Village may select another vendor to provide such Services as the Village deems appropriate.

## **18. THE VILLAGE'S REMEDIES**

18.1. If it should appear at any time prior to final payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after the Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

18.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Services into compliance with this Agreement;

18.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Agreement Price;

18.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

18.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from the Contractor, any and all costs but not exceeding the amount of the Agreement Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

18.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

## **19. NO COLLUSION**

19.1. The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor 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 Contractor hereby represents that the only persons, companies, 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, company, or corporation. If at any time it shall be found that the Contractor has in procuring this Agreement, colluded with any other person, company or corporation, then the Contractor 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.

## **20. ENTIRE AGREEMENT**

20.1. 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.

## **21. GOVERNING LAW AND VENUE**

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

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

## **22. NOTICE**

22.1. 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 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:

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

John P. Harney  
Executive Vice President  
Mesirow Insurance Services, Inc.  
353 North Clark Street  
Chicago, Illinois 60654  
Email: [john.harney@alliant.com](mailto:john.harney@alliant.com)

22.2. 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.

22.3. Notice by email transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Central Standard Time). In the event electronic 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.

## **23. BINDING AUTHORITY**

23.1. The individuals executing this Agreement 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 Agreement.

## **24. HEADINGS AND TITLES**

24.1. 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.

## **25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

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

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

## **26. EFFECTIVE DATE**

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

## **27. AUTHORIZATIONS**

27.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor'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 Contractor 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.

## **28. EQUAL OPPORTUNITY EMPLOYER**

28.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 are incorporated herein if applicable.

28.2. In the event of the Contractor'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 Contractor 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.

28.3. The Contractor 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 Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

28.4. In all solicitations or advertisements for employees placed by it on its behalf, the Contractor 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**

**MESIROW INSURANCE SERVICES, INC.,  
D/B/A ALLIANT/MESIROW INSURANCE  
SERVICES**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By: John P. Harney  
Its: Executive Vice President

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

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

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018